ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 18th day of March, 2013 between Owner(s) MIJ Enterprises, Inc., having an office at 2101 Monroe Avenue, Rochester, New York, 14618 (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233.

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 2101 Monroe Avenue in the Town of Brighton, County of Monroe and State of New York, known and designated on the tax map of the County Clerk of Monroe as tax map parcel numbers: Section 137.14 Block 1 Lot 36, being the same as that property conveyed to Grantor by deed dated January 16, 2004 and recorded on January 26, 2004 in the Monroe County Clerk's Office in Book 09910 at Page 0496, comprising approximately 0.282 ± acres, and hereinafter more fully described in the Land Title Survey dated September 21, 2012 prepared by Scott V. Smith of Fischer Associates, P.E. L.S., P.C., which will be attached to the Site Management Plan. The property description (the "Controlled Property") is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(i) Grantor and subsequent Site owners shall ensure that the Environmental Easement remains in place and effect.

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP.

(4) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(i) Grantor shall adhere to the institutional controls required by the Environmental Easement, including the prohibition of the use of groundwater underlying the property without treatment rendering it safe for intended use and the prohibition of vegetable gardens and farming; and

(ii) The Department shall undertake periodic groundwater sampling.

(5) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(6) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(i) Grantor and subsequent Site owners shall submit a written statement certifying that the controls at the property are unchanged from the previous certification;

(ii) Grantor and subsequent Site owners shall notify the Department of changes of Site use and/or ownership; and

(iii) Grantor and subsequent Site owners shall report emergencies to the Department and other appropriate authorities.

(7) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP.

(i) The Department shall prepare periodic review reports evaluating institutional and engineering controls; and

(ii) The Department shall prepare and implement a corrective measures plan, if necessary.

(8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP.

(i) The Department shall operate, maintain, monitor, inspect, and prepare reports evaluating mechanical or physical components of the remedy; and

(ii) The Department shall decommission Site monitoring wells at an appropriate time to be determined by the Department.

(9) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor assumes the obligations identified in Paragraph 2.A(1), (2), 4(i), (5), (6) and (9), The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP as identified in Paragraph 2.A.(1), 4(i), (5), (6) and (9) and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;
(2) the owner will continue to allow access to such real property;
(3) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls; and
(4) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:

Site Number: 828120
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor: MIJ ENTERPRISES, INC.,

By: James Reitze

Print Name: James Reitze

Title: President Date: 1/10/13

Grantor's Acknowledgment

STATE OF ~~NEW YORK~~ Florida)
) ss:
COUNTY OF Orange)

On the 10th day of Jan. 2013, in the year 2013, before me, the undersigned, personally appeared James F. Reitze, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Cynthia R. Walden
Notary Public - State ~~of New York~~ Florida

NOTARY PUBLIC
CYNTHIA R. WALDEN
Notary Public, State of Florida
Commission# DD974616
My comm. expires June 13, 2014

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: _____
Robert W. Schick, Director
Division of Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 18th day of March, in the year 2013, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

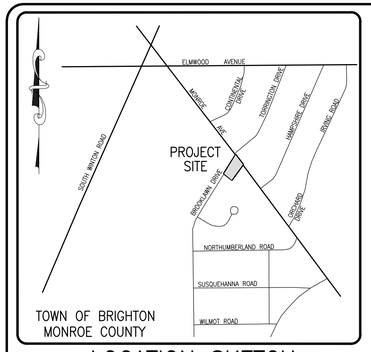
SCHEDULE "A" PROPERTY DESCRIPTION

Property Address: 2101 Monroe Avenue, T/O Brighton, New York
Tax Map: 137.14-1-36

SURVEYORS DESCRIPTION OF PARCEL SUBJECT TO ENVIRONMENTAL EASEMENT
FOR
NYSDEC SITE #828120 (CARRIAGE CLEANERS)

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE TOWN OF BRIGHTON, COUNTY OF MONROE, STATE OF NEW YORK, BEING KNOWN AND DISTINGUISHED AS LOTS NOS. 1 AND 2 OF THE J. HOLDEN SUBDIVISION, BEING PART OF LOT NO. 22 TOWNSHIP 13, RANGE 7, AS SHOWN ON A MAP OF SAID TRACT FILED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 70 OF MAPS, AT PAGE 32 AND LIBER 140 OF MAPS, AT PAGE 8 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY RIGHT-OF-WAY OF MONROE AVENUE (66' WIDE) ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF J & S PROPERTIES, LLC AS DESCRIBED BY A DEED RECORDED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 8960 OF DEEDS, AT PAGE 695 ON THE EAST AND THE LANDS NOW OR FORMERLY OF MIJ ENTERPRISES, INC. AS DESCRIBED BY A DEED RECORDED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 9910 OF DEEDS, AT PAGE 496 ON THE WEST; THENCE
1) SOUTHWESTERLY ALONG THE LAST MENTIONED DIVISION LINE ON A BEARING OF S 27°28'41" W, A DISTANCE OF 131.94 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE LANDS NOW OF FORMERLY OF ALLEN F. HEURTLEY AS DESCRIBED BY A DEED RECORDED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 10837 OF DEEDS, AT PAGE 573 ON THE SOUTH AND THE SAID LANDS OF MIJ ENTERPRISES, INC ON THE NORTH; THENCE
2) NORTHWESTERLY ALONG THE LAST MENTIONED DIVISION LINE ON A BEARING OF N 40°01'09" W, A DISTANCE OF 103.98 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY OF BROOKLAWN DRIVE; THENCE
3) NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF BROOKLAWN DRIVE ON A BEARING OF N 29°39'09" E, A DISTANCE OF 111.32 FEET TO A POINT OF CURVATURE; THENCE
4) SOUTHEASTERLY ALONG THE SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 13.00 FEET, AN ARC LENGTH OF 25.03 FEET TO A POINT OF TANGENCY IN THE SOUTHWESTERLY RIGHT-OF-WAY OF MONROE AVENUE; THENCE
5) SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF MONROE AVENUE ON A BEARING OF S 40°00'55" E, A DISTANCE OF 79.96 FEET TO THE POINT OR PLACE OF BEGINNING.
BEING 12,269 SQUARE FEET OR 0.282 ACRES MORE OR LESS.



LOCATION SKETCH
(NOT TO SCALE)

LEGEND

- PROPERTY LINE/LEASE PARCEL LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- BUILDING LINE
- FENCE LINE
- EDGE OF WATER, STREAM OR DITCH
- EDGE OF WOODS OR BRUSH
- SA — SANITARY SEWER LINE W/MANHOLE & C.O.
- ST — STORM SEWER LINE W/MH & CATCH BASIN
- W — WATER LINE W/HYDRANT, VALVE & VAULT
- UE — UNDERGROUND ELECTRIC LINE W/PULLBOX, METER & MANHOLE
- G — NATURAL GAS LINE W/METER & VALVE
- OE, OT, OC — OVERHEAD ELECTRIC, TELEPHONE & TV CABLE LINE
- UC — UNDERGROUND TV CABLE LINE
- T — UNDERGROUND TELEPHONE LINE
- FO — UNDERGROUND FIBER OPTIC LINE
- H — HEATING LINE (STEAM)
- TS — SIGNAL ARM/HEAD, SIGNAL POLE, PEDESTRIAN POLE & TRAFFIC PULL BOX
- TC — TRAFFIC CONTROL LINE
- LP — UTILITY POLE, GUY, LIGHT POLE & TOP MOUNT LIGHT

SURVEY NOTES:

1. COORDINATES AND BEARINGS SHOWN HEREON ARE REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM, WEST ZONE, TRANSVERSE MERCATOR PROJECTION, NAD 83/96 NYS CORS NETWORK, THROUGH GPS RTK METHODS.
2. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 THROUGH GPS RTK METHODS.
3. UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM FIELD LOCATIONS, VISIBLE AT THE TIME OF SURVEY, AND UTILITY COMPANY RECORD DRAWINGS. THE LOCATIONS OF ALL UNDERGROUND UTILITIES SHOULD BE STAKED BY THE RESPECTIVE UTILITY COMPANY PRIOR TO ANY CONSTRUCTION.
4. PREMISES SHOWN HEREON LIES WITHIN FLOOD ZONE "X" – AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP HAVING MAP NUMBER 36055C0356G, DATED AUGUST 28, 2008.
5. PREMISES SHOWN HEREON IS ZONED "LOW INTENSITY COMMERCIAL DISTRICT (BE-F)" PER OF THE TOWN OF BRIGHTON ZONING MAP HAVING THE FOLLOWING REQUIREMENTS:

A) MINIMUM SIDE YARD SETBACKS: NONABUTTING RESIDENTIAL DISTRICT 10'.
B) MINIMUM BUILDING HEIGHT: 3 STORIES
C) MINIMUM FRONT: 30'
D) MINIMUM REAR: ABUTTING A RESIDENTIAL DISTRICT 50'

6. PREMISES SHOWN HEREON DOES NOT CONTAIN ANY PAINTED PARKING SPACES.
7. PREMISES SHOWN HEREON DOES NOT APPEAR TO BE USED AS A SOLID WASTE DUMP.
8. PREMISES SHOWN HEREON IS SUBJECT TO AN EASEMENT TO ROCHESTER GAS AND ELECTRIC CORPORATION FILED IN LIBER 1379 OF DEEDS, AT PAGE 195, FOR POLES AND WIRES ALONG THE SOUTH SIDE OF MONROE AVENUE, NO WIDTH GIVEN.
9. PREMISES SHOWN HEREON IS SUBJECT TO AN EASEMENT TO ROCHESTER GAS AND ELECTRIC CORPORATION AND ROCHESTER TELEPHONE CORPORATION FILED IN LIBER 1414 OF DEEDS, AT PAGE 382, TO MAINTAIN CONDUITS ALONG THE REAR AND SIDE BOOUNDARY LINES AND TO LAY AND MAINTAIN GAS MAINS AND SERVICES THROUGH, UNDER AND ACROSS SAID (FORMER TIOGA STREET) NOW BROOKLAWN DRIVE AND INCLUDING THE SOUTHERLY SIDE OF MONROE AVENUE, NO WIDTH GIVEN.

REFERENCES:

1. DEEDS LISTED HEREON.
2. A MAP ENTITLED "J. HOLDEN SUBDIVISION," FILED IN THE MONROE COUNTY CLERKS OFFICE IN LIBER 70 OF MAPS, AT PAGE 32, DATED MAY 19, 1927.
3. A MAP ENTITLED "RE-DIVISION OF LOTS 1 & 2 HOLDEN SUBDIVISION," FILED IN THE MONROE COUNTY CLERKS OFFICE IN LIBER 140 OF MAPS, AT PAGE 8, DATED AUGUST 19, 1958.
4. TAX MAP 137.14 OF THE TOWN OF BRIGHTON, MONROE COUNTY, NY.5.
5. THIS SURVEY HAS BEEN REVISED WITH THE BENEFIT OF ABSTRACT SEARCH NO. 61921 AS PREPARED BY STEWART TITLE INSURANCE COMPANY, DATED MARCH 28, 2012 AND TITLE REPORT COMMITMENT NO. 136140, DATED SEPTEMBER 17, 2012.

LEGAL DESCRIPTION OF LANDS OF MIJ ENTERPRISES PER LIBER 9910 OF DEEDS, AT PAGE 496:

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE TOWN OF BRIGHTON, COUNTY OF MONROE, STATE OF NEW YORK, BEING KNOWN AND DISTINGUISHED AS LOTS NOS. 1 AND 2 OF THE J. HOLDEN SUBDIVISION, BEING PART OF LOT NO. 22 TOWNSHIP 13, RANGE 7, AS SHOWN ON A MAP OF SAID TRACT FILED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 70 OF MAPS, AT PAGE 32.

SAID LOTS 1 AND 2 FRONT ON THE SOUTH SIDE OF MONROE AVENUE AND ARE OF THE DIMENSIONS AS SHOWN ON SAID MAP. SAID PREMISES ARE ALSO KNOWN AS LOT R-2 AS SHOWN ON A MAP FILED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 140 OF MAPS AT PAGE 8.

SURVEYORS DESCRIPTION OF PARCEL SUBJECT TO ENVIRONMENTAL EASEMENT FOR NYSDEC SITE #828120 (CARRIAGE CLEANERS):

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BEING 12,269 SQUARE FEET OR 0.282 ACRES MORE OR LESS.

ENGINEERING / INSTITUTIONAL CONTROLS

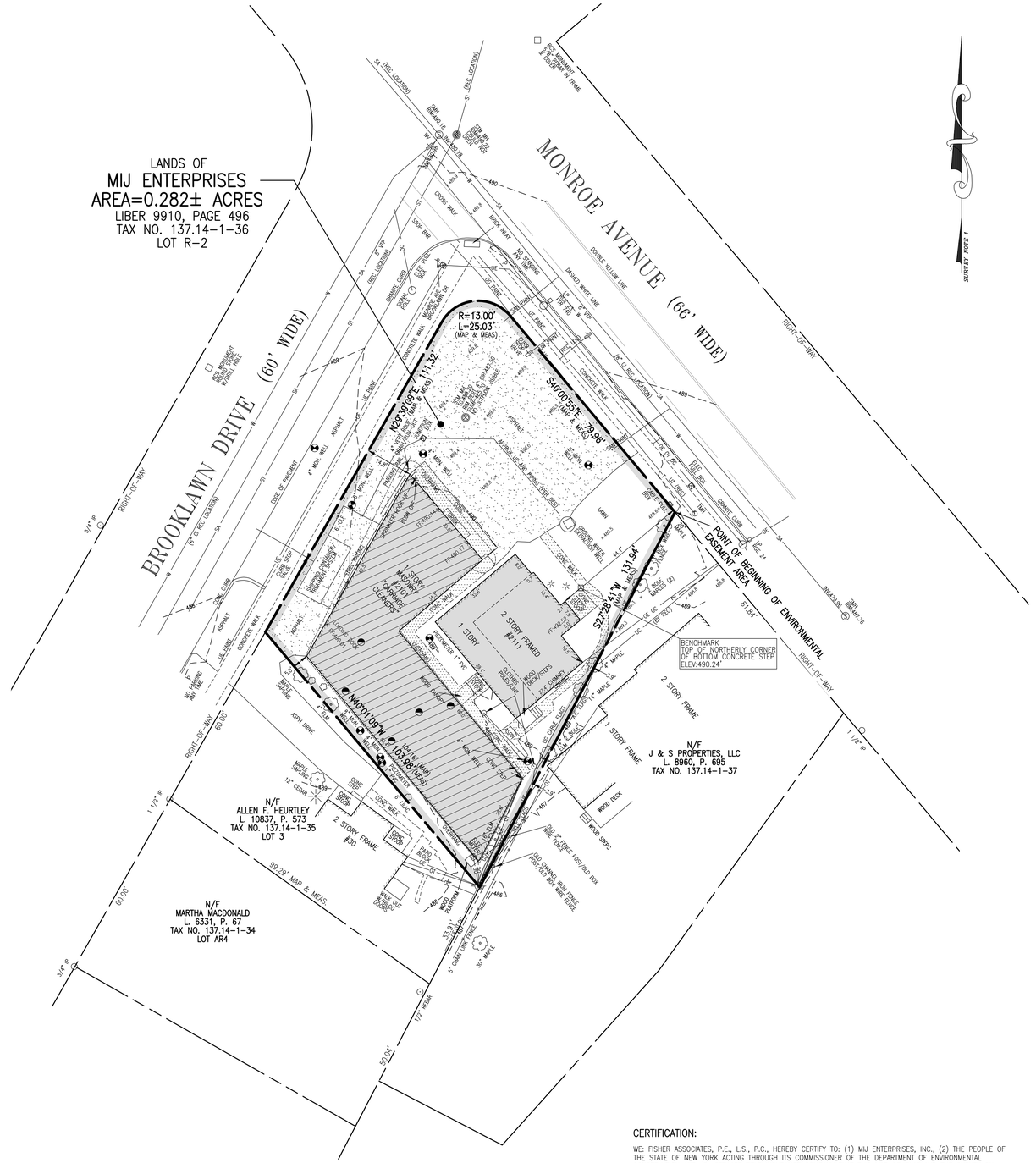
- SVE – SOIL VAPOR EXTRACTION SYSTEM
- FENCING – FENCE WILL REMAIN IN PLACE
- GWE – GROUNDWATER USE RESTRICTION COVERS ENTIRE PARCEL
- USE – THE USE AND DEVELOPMENT OF THE SITE IS LIMITED TO RESTRICTED RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USES ONLY AS DESCRIBED IN 6NYCRR PART 375-1.8(g)(2)(ii), (iii) & (v).
- EXCAVATION – EXCAVATION ON THE ENTIRE PARCEL IS RESTRICTED.
- SECURITY – SECURITY AND PROTECTION OF REMEDIATION SYSTEMS MUST BE MAINTAINED.
- THE PROPERTY MAY NOT BE USED FOR A HIGHER LEVEL OF USE, SUCH AS UNRESTRICTED RESIDENTIAL USE AS DEFINED IN 6 NYCRR PART 375 1.8(2)(g) (i), WITHOUT ADDITIONAL REMEDIATION AND AMENDMENT OF THE ENVIRONMENTAL EASEMENT, AS APPROVED BY THE NYSDEC;
- ALL FUTURE ACTIVITIES ON THE PROPERTY THAT WILL DISTURB REMAINING CONTAMINATED MATERIAL MUST BE CONDUCTED IN ACCORDANCE WITH THE SMP;
- THE USE OF THE GROUNDWATER UNDERLYING THE PROPERTY IS PROHIBITED WITHOUT TREATMENT RENDERING IT SAFE FOR INTENDED USE;
- THE POTENTIAL FOR VAPOR INTRUSION MUST BE EVALUATED FOR ANY BUILDINGS DEVELOPED ON THE AREA, AND ANY POTENTIAL IMPACTS THAT ARE IDENTIFIED MUST BE MONITORED OR MITIGATED;
- VEGETABLE GARDENS AND FARMING ON THE PROPERTY ARE PROHIBITED;
- THE SITE OWNER OR REMEDIAL PARTY WILL SUBMIT TO NYSDEC A WRITTEN STATEMENT THAT CERTIFIES, UNDER PENALTY OF PERJURY, THAT: (1) CONTROLS EMPLOYED AT THE CONTROLLED PROPERTY ARE UNCHANGED FROM THE PREVIOUS CERTIFICATION OR THAT ANY CHANGES TO THE CONTROLS WERE APPROVED BY THE NYSDEC; AND, (2) NOTHING HAS OCCURRED THAT IMPAIRS THE ABILITY OF THE CONTROLS TO PROTECT PUBLIC HEALTH AND ENVIRONMENT OR THAT CONSTITUTE A VIOLATION OR FAILURE TO COMPLY WITH THE SMP.

ENGINEERING CONTROLS LEGEND

- EC-A ASPHALT
- EC-B CONCRETE SIDEWALK
- EC-C BUILDING
- EC-D SVE SYSTEM
- EC-E SVE WELL (APPROX. LOCATION)
- EC-F GWE SYSTEM (ENTIRE PARCEL)

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THE EASEMENT ARE SET FORTH IN MORE DETAIL IN THE SITE MANAGEMENT PLAN ("SMP"). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP MAY BE OBTAINED FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR AT derweb@gw.dec.state.ny.us.

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 36 OF ARTICLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW.



20 0 20 40
SCALE: 1" = 20'

CERTIFICATION:

WE: FISHER ASSOCIATES, P.E., L.S., P.C., HEREBY CERTIFY TO: (1) MIJ ENTERPRISES, INC., (2) THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH ITS COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND (3) STEWART TITLE INSURANCE COMPANY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(b), 7(a), 8, 9, 11(b), 13, 14, 16, 18, 19 AND 20(a) OF TABLE A THEREOF.

WE FURTHER CERTIFY THAT THIS MAP WAS PREPARED ON APRIL 25, 2012 FROM THE NOTES OF AN INSTRUMENT SURVEY COMPLETED ON JANUARY 19, 2012 USING REFERENCES AND EVIDENCE SHOWN HEREON.

THIS MAP IS SUBJECT TO ANY EASEMENTS OR ENCUMBRANCES THAT AN ABSTRACT OF TITLE UPDATED FROM MARCH 28, 2012 MAY SHOW.

BY: Scott V. Smith DATE: OCTOBER 17, 2012
SCOTT V. SMITH, N.Y.S.P.L.S. NO. 050561

REVISIONS			
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