

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

**THIS INDENTURE** made this 7<sup>th</sup> day of October, 2011, between Owner(s) Ossining Rx Development, LLC, having an office at c/o DLC Management Corp., 580 White Plains Road, Tarrytown, New York 10591, County of Westchester, State of New York (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 78 Croton Avenue in the Village of Ossining, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel numbers: Section 89.16 Block 7 Lot 1, being the same as that property conveyed to Grantor by deed dated February 16, 2011 and recorded in the Westchester County Clerk's Office in Instrument No. 510283149. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.90042 +/- acres, and is hereinafter more fully described in the Land Title Survey dated July 25, 2008 as revised thru July 27, 2011 prepared by VHB Engineering, Surveying and Landscape Architecture, P.C., which will be attached to the Site Management Plan. The Controlled Property description 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

[6/11]

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 and the terms and conditions of Brownfield Cleanup Agreement IndexNumber: C360110-09-09, 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);

(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;

(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;

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

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

(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's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. 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 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 by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) 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;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) 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 Controlled Property, any lessees, and any person using the land. Enforcement



recording officer for the county or counties where the Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

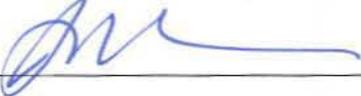
8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated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

Ossining Rx Development, LLC:  
*a Delaware limited liability company*

By: 

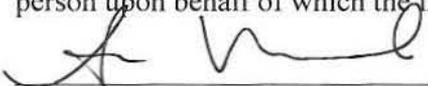
Print Name: Adam Hshin

Title: Manager Date: 9/27/2011

**Grantor's Acknowledgment**

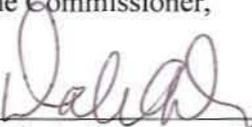
STATE OF NEW YORK )  
 ) ss:  
COUNTY OF WESTCHESTER )

On the 27<sup>th</sup> day of September, in the year 2011, before me, the undersigned, personally appeared Adam Hshin, 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.

  
Notary Public - State of New York

SARAH M. MERKEL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01ME6122645  
Qualified in Westchester County  
My Commission Expires February 22, 2013

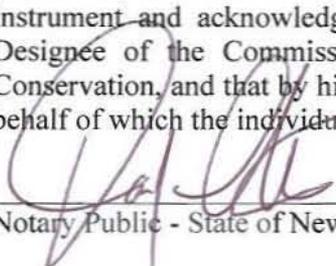
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:   
Dale A. Desnoyers, Director  
Division of Remediation

**Grantee's Acknowledgment**

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

On the 7<sup>th</sup> day of October, in the year 2011, before me, the undersigned, personally appeared Dale Desnoyers, 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

### Record Description

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town and Village of Ossining, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northeasterly side of Clinton Avenue and the southeasterly side of Croton Avenue;

RUNNING THENCE along said southeasterly side of Croton Avenue north 52 degrees 52 minutes 00 seconds east, 132.52 feet to a point on the southwesterly side of land now or formerly of Rice;

RUNNING THENCE along the same south 49 degrees 48 minutes 40 seconds east, 140.55 feet and south 75 degrees 42 minutes 00 seconds east, 93 feet to a point on the westerly side of land now or formerly of Wail;

RUNNING THENCE along the same, south 16 degrees 22 minutes 10 seconds west, 56.74 feet to a point;

RUNNING THENCE south 16 degrees 05 minutes 20 seconds west, 55.51 feet to a point on the northerly side of land now or formerly of Chadeayne;

RUNNING THENCE along the same and along the northerly and easterly sides of land now or formerly of Sherman, north 52 degrees 29 minutes 20 seconds west, 40.25 feet and south 43 degrees 58 minutes 50 seconds west 87.89 feet to the northeasterly side of Clinton Avenue;

RUNNING THENCE along the same north 54 degrees 21 minutes 00 seconds west, 60.87 feet and north 41 degrees 47 minutes 30 seconds west, 194.08 feet to the point or place of BEGINNING.

The above description is based upon the description as contained in a deed from William O. Mehlich to Robert W. Mehlich (as to 79% interest), Cheryl Schmitz (as to 10.5% interest), and Anne C.S. Mehlich (as to 10.5% interest), as tenants in common, by deed dated 1/2/98 and recorded 5/20/99 in Liber 12298 page 274.

For information only: Said premises are known as 78 Croton Avenue, Ossining, New York and designated Section 89.16 Block 7 Lot 1 as shown on the Westchester County Land and Tax Map.

## SCHEDULE A

### Parcel Description

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town and Village of Ossining, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at the intersection of the easterly side of Croton Avenue and the northerly side of Clinton Avenue, said point being the southwest corner of herein described parcel;

THENCE north 41 degrees 21 minutes 17 seconds east along the easterly side of Croton Avenue a distance of 132.52 feet to a point;

THENCE south 61 degrees 19 minutes 23 seconds east bounded northerly by land now or formerly of Chin Tsi Tan distance 140.55 feet to a point;

THENCE south 87 degrees 12 minutes 43 seconds east bounded northerly by land now or formerly of Raymond Mutta a distance of 93.00 feet to a point;

THENCE south 04 degrees 51 minutes 27 seconds west bounded easterly by land now or formerly of Al Saleh Associates LLC a distance of 56.74 feet;

THENCE south 04 degrees 34 minutes 37 seconds west bounded easterly by land now or formerly of Jacqueline Gutierrez a distance of 54.87 feet to a point;

THENCE north 63 degrees 16 minutes 40 seconds west bounded southerly in part by land now or formerly of Susana D. And Tony Sanchez and in part by land now or formerly of Mario Culcay a distance of 40.25 feet;

THENCE south 32 degrees 13 minutes 45 seconds west bounded easterly by land now or formerly of Mario Culcay a distance of 88.96 feet;

THENCE north 65 degrees 51 minutes 43 seconds west along the northerly side of Clinton Avenue a distance of 60.89 feet to a point;

THENCE north 53 degrees 18 minutes 13 seconds west along the northerly side of Clinton Avenue a distance of 194.08 feet to a point;

(The above description is based upon a survey made by VHB Engineering, Surveying & Landscape Architecture dated 7/25/08 as revised thru 7/27/11)

### Metes and Bound Description of Parcel and Environmental Easement Description DEC Site #C360110

BEGINNING AT THE INTERSECTION OF THE EASTERLY SIDE OF CROTON AVENUE AND THE NORTHERLY SIDE OF CLINTON AVENUE, SAID POINT BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED PARCEL;

THENCE N 41°-21'-17" E ALONG THE EASTERLY SIDE OF CROTON AVENUE A DISTANCE OF 132.52' TO A POINT;

THENCE S 61°-19'-23" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF CHIN-TSI TAN A DISTANCE OF 140.55' TO A POINT;

THENCE S 87°-12'-43" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF RAYMOND MOTTA A DISTANCE OF 93.00' TO A POINT;

THENCE S 04°-51'-27" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF AL SALEH ASSOCIATES LLC A DISTANCE OF 56.74' TO A POINT;

THENCE S 04°-34'-37" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF JACQUELINE GUTIERREZ A DISTANCE OF 54.87' TO A POINT;

THENCE N 63°-16'-40" W BOUNDED SOUTHERLY IN PART BY LAND NOW OR FORMERLY OF SUSANA D. AND TONY SANCHEZ AND IN PART BY LAND NOW OR FORMERLY OF MARIO CULCAY A DISTANCE OF 40.25' TO A POINT;

THENCE S 32°-13'-45" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF MARIO CULCAY A DISTANCE OF 88.96' TO A POINT;

THENCE N 65°-51'-43" W ALONG THE NORTHERLY SIDE OF CLINTON AVENUE A DISTANCE OF 60.89' TO A POINT;

THENCE N 53°-18'-13" W ALONG THE NORTHERLY SIDE OF CLINTON AVENUE A DISTANCE OF 194.08' TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 39,222 SQUARE FEET (0.90042 ACRES)

- Legend**
- EASEMENT LINE
  - ==== PROPERTY LINE AND NYS-DEC EASEMENT LINE
  - CITY/TOWN LAYOUT LINE
  - ASSESSOR'S LINE
  - IRON PIN/REBAR FOUND



### General Notes

BEING THE SAME PREMISES CONVEYED TO OSSINING RX DEVELOPMENT LLC FROM ROBERT W. MEHLICH, ANNE C.S. MEHLICH AND CHERYL SCHMITZ, AS TENANTS IN COMMON, BY DEED DATED 2/16/11 AND RECORDED 3/25/11 AS CONTROL NO. 510283149.

THE PROPERTY IS CURRENTLY UNDER CONSTRUCTION.

THE PROPERTY LINE INFORMATION SHOWN ON THIS PLAN IS BASED UPON AN ACTUAL ON-THE-GROUND INSTRUMENT SURVEY PERFORMED BY VHB BETWEEN JULY 14 AND 15, 2008. FIELD UPDATE OF VISIBLE IMPROVEMENTS PERFORMED ON SEPTEMBER 9, 2010.

THIS PARCEL LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.) AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF OSSINING, NEW YORK, COMMUNITY PANEL NUMBER 36119C0136F 361241, EFFECTIVE DATE SEPTEMBER 26, 2007.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBSECTION 2, OF THE NEW YORK STATE EDUCATION LAW.

GUARANTEES TO CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON THEIR BEHALF, TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND THE LENDING INSTITUTION LISTED HERON AND THE ASSIGNEES OF THE LENDING INSTITUTION. GUARANTEES OR CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH 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 CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTIONS, 625 BROADWAY, ALBANY NEW YORK 12233 OR AT [derweb@gw.dec.state.ny.us](mailto:derweb@gw.dec.state.ny.us).

### Map References

MAP TITLED "#78 CROTON AVENUE OSSINING, NEW YORK, ALTA/ACSM LAND TITLE SURVEY" DATED 1/28/2011 BY VHB ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

MAP TITLED "PROPERTY OF DAVID ENDLAW JR., SING SING." MAP DATED APRIL 23, 1861 AND ON FILE AT THE WESTCHESTER COUNTY CLERK'S OFFICE.

MAP TITLED "RENTING PLAN, OSSINING SHOPPING CENTER." MAP SCALE 1/4"=1'; MAP DATED DECEMBER 9, 1964 AND ON FILE AT THE WESTCHESTER COUNTY CLERK'S OFFICE.

MAP TITLED "MAP OF A PROPERTY OF THE HEIRS OF MATHEW CLARK." MAP DATED AUGUST 23, 1871 AND ON FILE AT THE WESTCHESTER COUNTY CLERK'S OFFICE.

MAP TITLED "EXTENDED MAP OF A PROPERTY OF THE HEIRS OF MATHEW CLARK." MAP DATED JULY 1, 1861 AND ON FILE AT THE WESTCHESTER COUNTY CLERK'S OFFICE.

### Title Reference

REFERENCE IS MADE TO COMMITMENT FOR TITLE INSURANCE, ISSUED BY STEWART TITLE INSURANCE COMPANY. TITLE NUMBER: 900123 EFFECTIVE DATE MAY 15, 2011 SCHEDULE B.

1-2. NOT SURVEY RELATED.

3. SURVEY PROVIDED.

4. NOT SURVEY RELATED.

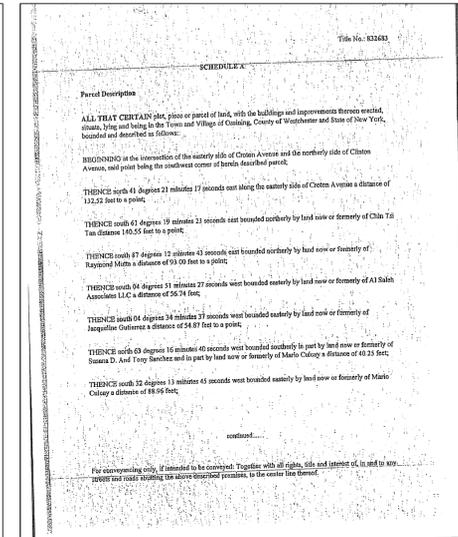
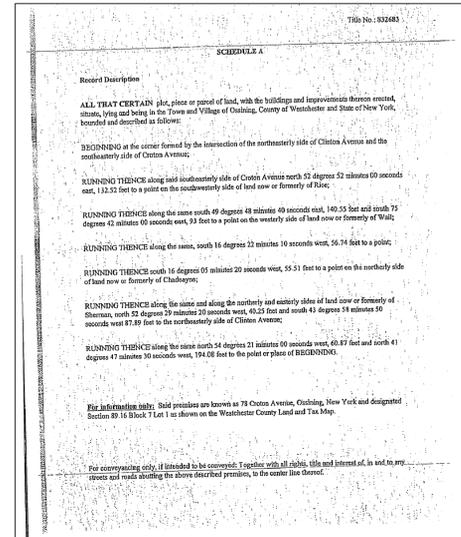
5. RECIPROCAL EASEMENT AGREEMENT AS DEPICTED ON SURVEY. CONTROL #503633107.

6-12. NOT SURVEY RELATED.

13. SEE GENERAL NOTES.

14-17. NOT SURVEY RELATED.

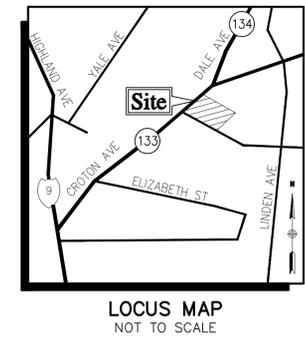
### Record Parcel Description (Control #510283149)



**VHB**  
Engineering, Surveying & Landscape Architecture, P.C.

Transportation  
Land Development  
Environmental Services

2150 Joshua's Path, Suite 300  
Hauppauge, New York 11788  
631.234.3444 • FAX 631.234.3477



No.	Revision	Date	Apprvd.
4	NYS-DEC Comments	7/27/2011	AGI
3	ALTA Update for NYS-DEC	5/15/2011	AGI
2	ALTA Update - Added Easement	1/28/2011	AGI
1	ALTA Update	6/16/2010	AGI

Designed by	Drawn by	Checked by
CAD checked by	AGI	Approved by
Scale	1"=20'	Date
Project Title	#78 Croton Avenue	

**#78 Croton Avenue**

Ossining, New York

Issued for  
**ALTA/ACSM Land Title Survey**

### Property Survey & Proposed NYDEC Easement

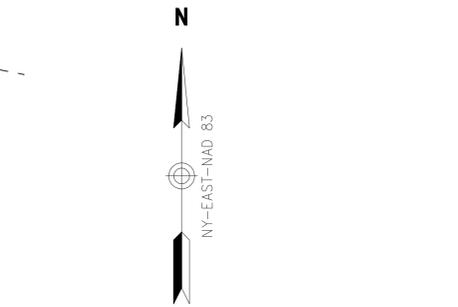
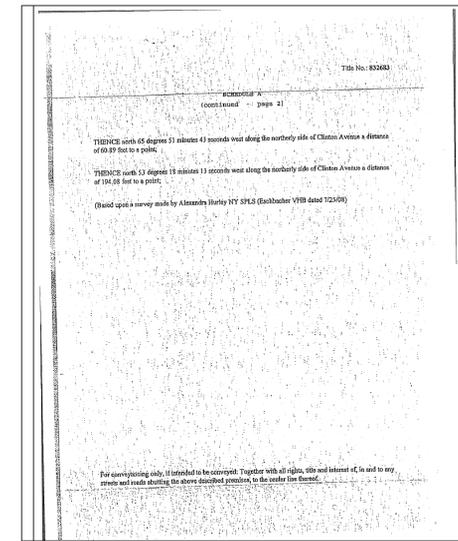
Drawing Title

Drawing Number

**Sv-1**

Sheet of 1 1

Project Number  
**41679**



TO OSSINING RX DEVELOPMENT, LLC, STEWART TITLE INSURANCE COMPANY, AND THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH ITS COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION:

THIS IS TO CERTIFY 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 2-4, 13, & 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 9, 2010.

DATE OF MAP: MAY 15, 2011.