

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

THIS INDENTURE made this 9th day of November, 2011, between Owner(s) The City of Plattsburgh [Fee Owner], a municipal corporation of the State of New York having an office at 41 City Hall Place, Plattsburgh, New York, 12901 and ICV-New York LLC [Lessee], a New York Limited Liability Company, having an office at 30 Main Street, Burlington, Vermont 05401 (collectively 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 14 Durkee Street in the City of Plattsburgh, Clinton County and State of New York, known and designated on the tax map of the County Clerk of Clinton as tax map parcel numbers: Section 207.20 Block 7 Lot 15, being the same as that property conveyed to Grantor by deed dated February 27, 2003 and recorded in the Clinton County Clerk's Office on March 12, 2003 in Instrument Number: 152840 and by virtue of a Ground Lease recorded in the Clinton County Clerk's Office on November 17, 2006 as Instrument No. 2006-00200533, comprising approximately 5.11 ± acres, and hereinafter more fully described in the Land Title Survey dated November 9, 2010, revised December 9, 2010, December 21, 2010 and signed December 22, 2010 prepared by Jeffrey F. Burns, PLS of Robert M. Sutherland P.C. Engineers-Planners-Surveyors, which will be attached to the Site Management Plan. The property description and survey (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 human 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 and the terms and conditions of State Assistance Contract Number: C302578, 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:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
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 raising livestock or producing animal products for human consumption, 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:

Regional Remediation Engineer
NYSDEC – Region 5
Division of Environmental Remediation
1115 NYS Route 86, P.O. Box 296
Ray Brook, NY 12977-0296
Phone: (518) 897 - 1227

or

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 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, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: E 510020
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.

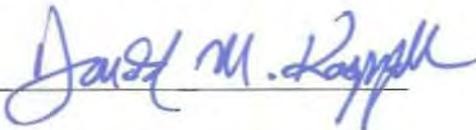
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is 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: City of Plattsburgh

ICV-New York, LLC

By: 

By: 

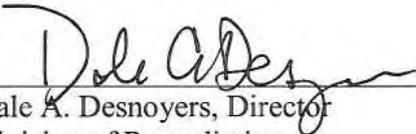
Print Name: Donald M. Kasprzak

Print Name: Paul Sprenger

Title: Mayor Date: January, 2011

Title: pres ^{maeck} Date: January, 2011

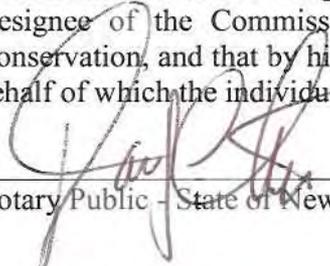
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner.

By: 
Dale A. Desnoyers, Director
Division of Remediation

Grantee's Acknowledgment

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

On the 9th day of November, in the year 2011, before me, the undersigned, personally appeared Dale A. 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

14 Durkee Street
City of Plattsburgh, Clinton County, NY
Section 207.20 Block 7 Lot 15

LOT 1

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, together with any buildings and improvements thereon, situate in the City of Plattsburgh, County of Clinton and State of New York more particularly described as follows:

BEGINNING at the intersection of the assumed southerly boundary of Bridge Street and the assumed easterly boundary of Durkee Street, being the northwest corner of lands owned by the City of Plattsburgh, a municipal corporation as described in a deed recorded in the Clinton County Clerk's Office as deed instrument # 2003-152840;

Thence running South 64°52' 17" East a distance of 141.10 feet along said boundary of Bridge Street to a drill hole in concrete at the northwest corner of lands now or formerly of GK Management, LLC, by virtue of deed instrument # 2006-201071;

Thence turning South 20° 19' 43" West along the westerly boundary of said lands now or formerly of GK Management, LLC and running a distance of 100.00 feet to a 3/4" iron rod found at the southwesterly corner of said lands of GK Management, LLC;

Thence turning South 64° 52'17" East along the southerly boundary of said lands now or formerly of GK Management, LLC and running through a found 3/4" iron rod a distance of 120.80 feet to a point at the mean high water mark of the Saranac River, which point is also the southeasterly corner of said lands now or formerly of GK Management, LLC;

Thence turning and running southerly along the mean high water mark of the Saranac River the following (10) ten courses and distances:

- 1) South 14° 49'18" West a distance of 114.88 feet to a point;
- 2) South 12°34'14" West a distance of 57.43 feet to a point;
- 3) South 08°48'36" West a distance of 56.86 feet to a point;
- 4) South 13°08'36" West a distance of 42.88 feet to a point;
- 5) South 19°37'41" West a distance of 45.72 feet to a point;
- 6) South 14°01'40" West a distance of 54.91 feet to a point;
- 7) South 04°11'34" West a distance of 38.47 feet to a point at the northeasterly corner of a leased portion of property, lessee is ICV-New York, LLC, by virtue of deed instrument # 2006-200533;
- 8) South 04°11'34" West a distance of 27.00 feet to a point;
- 9) South 02°08'47" East a distance of 122.66 feet to a point;
- 10) South 05°58'41" West a distance of 25.91 feet to a point at the intersection of the high water mark of the Saranac River, and lands acquired by the City of Plattsburgh by

Supreme Court Order for the construction of the "Kennedy Bridge", also known as Broad Street;

Thence turning South 89° 29' 50" West and running a distance of 294.17 feet to a point in said lands acquired by the City of Plattsburgh by Supreme Court Order for the construction of the "Kennedy Bridge", also known as Broad Street;

Thence turning North 45° 37' 58" West and running a distance of 7.98 feet to a point in the easterly boundary of Durkee Street;

Thence turning North 10° 07' 08" East along the easterly boundary of said Durkee Street and running a distance of 227.42 feet to a point at the northwesterly corner of a leased portion of property, lessee is ICV-New York, LLC, by virtue of deed instrument # 2006-200533;

Thence continuing North 10° 07' 08" East along the easterly boundary of said Durkee Street and running a distance of 321.07 feet to a point;

Thence turning North 21° 25' 40" East and continuing along the easterly boundary of said Durkee Street and running a distance of 254.66 feet to the POINT OR PLACE OF BEGINNING;

Containing herein 4.38 acres of land more or less.

HEREBY intending to describe a portion of property lying easterly of Durkee Street, southerly of Bridge Street, westerly of the high water mark of the Saranac River and northerly of Broad Street;

LOT 2

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the City of Plattsburgh, County of Clinton, State of New York, more particularly described as follows:

BEGINNING at the intersection of the assumed easterly boundary of Durkee Street and the southerly boundary of land acquired by the City of Plattsburgh by Supreme Court Order for the construction of the "Kennedy Bridge", also known as Broad Street;

Thence running South 76°07'58" East along the southerly boundary of land acquired by the City of Plattsburgh by Supreme Court Order for the construction of the "Kennedy Bridge", also known as Broad Street and running a distance of 259.09 feet to a point at the top of bank of the Saranac River;

Thence continuing South 76°07'58" East along the southerly boundary of land acquired by the City of Plattsburgh by Supreme Court Order for the construction of the "Kennedy Bridge", also known as Broad Street and running a distance of 10.62 feet to a point in the mean high water mark of the Saranac River;

Thence turning and running southerly along the mean high water mark of the Saranac River the following (3) three courses and distances:

- 1) South 15° 01'07" West a distance of 39.17 feet to a point;
- 2) South 33° 58'16" West a distance of 51.72 feet to a point;

- 3) South $42^{\circ} 39'10''$ West a distance of 45.74 feet to a point at the intersection of the high water mark of the Saranac River, and the northerly boundary of lands now or formerly of Steven Baker, by virtue of deed liber 629 at page 318;

Thence turning North $73^{\circ}48'10''$ West along the northerly boundary of said lands now or formerly of Steven Baker and running a distance of 2.45 feet to a point at the top of bank of the Saranac River;

Thence continuing North $73^{\circ}48'10''$ West along the northerly boundary of said lands now or formerly of Steven Baker and running a distance of 212.00 feet to point at the northwesterly corner of lands now or formerly of Steven Baker;

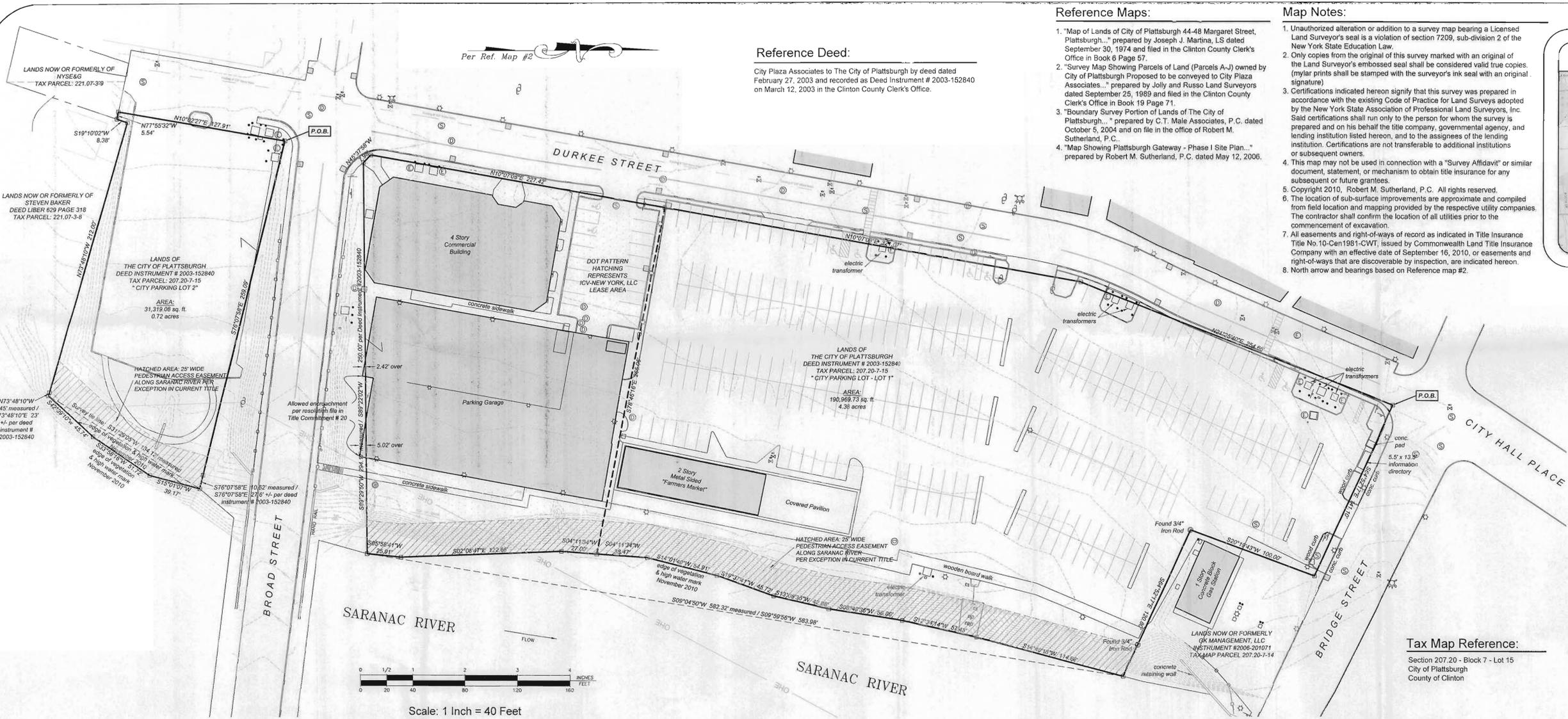
Thence turning South $19^{\circ}10'02''$ West along the westerly boundary of said lands now or formerly of Steven Baker and running a distance of 8.38 feet to a point at the northeasterly corner of lands now or formerly of New York State Electric & Gas;

Thence turning North $77^{\circ}55'32''$ West along the northerly boundary of said lands now or formerly of New York State Electric & Gas and running a distance of 5.54 feet to a point at the southeasterly corner of Durkee Street;

Thence turning North $10^{\circ}02'27''$ East along the easterly boundary of said Durkee Street and running a distance of 127.91 feet to the POINT OR PLACE OF BEGINNING;

Containing herein 0.72 acres of land more or less.

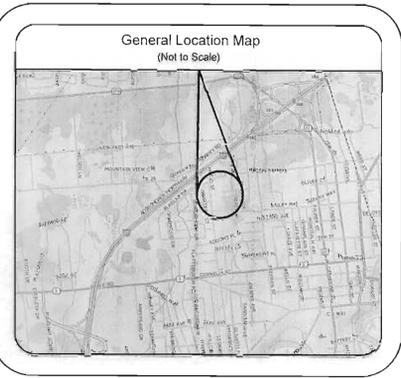
HEREBY intending to describe a portion of property lying easterly of Durkee Street, southerly of Broad Street, westerly of the high water mark of the Saranac River and northerly of certain lands now or formerly of Steven Baker and New York State Electric & Gas;



Reference Deed:
 City Plaza Associates to The City of Plattsburgh by deed dated February 27, 2003 and recorded as Deed Instrument # 2003-152840 on March 12, 2003 in the Clinton County Clerk's Office.

- Reference Maps:**
- "Map of Lands of City of Plattsburgh 44-48 Margaret Street, Plattsburgh..." prepared by Joseph J. Marina, L.S. dated September 30, 1974 and filed in the Clinton County Clerk's Office in Book 6 Page 57.
 - "Survey Map Showing Parcels of Land (Parcels A-J) owned by City of Plattsburgh Proposed to be conveyed to City Plaza Associates..." prepared by Joly and Russo Land Surveyors dated September 25, 1989 and filed in the Clinton County Clerk's Office in Book 19 Page 71.
 - "Boundary Survey Portion of Lands of The City of Plattsburgh..." prepared by C.T. Male Associates, P.C. dated October 5, 2004 and on file in the office of Robert M. Sutherland, P.C..
 - "Map Showing Plattsburgh Gateway - Phase I Site Plan..." prepared by Robert M. Sutherland, P.C. dated May 12, 2006.

- Map Notes:**
- Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's seal is a violation of section 7209, sub-division 2 of the New York State Education Law.
 - Only copies from the original of this survey marked with an original of the Land Surveyor's embossed seal shall be considered valid true copies. (Mylar prints shall be stamped with the surveyor's ink seal with an original signature)
 - Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc. Said certifications shall run only to the person for whom the survey is prepared and on his behalf the title company, governmental agency, and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.
 - This map may not be used in connection with a "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grants.
 - Copyright 2010, Robert M. Sutherland, P.C. All rights reserved.
 - The location of sub-surface improvements are approximate and compiled from field location and mapping provided by the respective utility companies. The contractor shall confirm the location of all utilities prior to the commencement of excavation.
 - All easements and right-of-ways of record as indicated in Title Insurance Title No. 10-Cen1981-CWT, issued by Commonwealth Land Title Insurance Company with an effective date of September 16, 2010, or easements and right-of-ways that are discoverable by inspection, are indicated hereon.
 - North arrow and bearings based on Reference map #2.



- Legend:**
- Found property evidence (as described)
 - Computed corner
 - ⊗ Fire hydrant
 - ⊙ Sanitary manhole
 - ⊙ Lamp post
 - ⊙ Utility pole
 - ⊙ Drainage manhole
 - ⊙ Electrical manhole
 - ⊙ Sign post
 - ⊙ Catch basin
 - ⊙ P.O.B. Point of Beginning
 - Property line
 - - - Adjoiner property line
 - ⊕ Fence line
 - ⊕ Existing contour

Tax Map Reference:
 Section 207.20 - Block 7 - Lot 15
 City of Plattsburgh
 County of Clinton

| No. | Revision/Issue | Date |
|-----|------------------------|----------|
| 2 | Revised tax parcel ID. | 12/21/10 |
| 1 | General revisions. | 12/9/10 |

Legal Description of Environmental Easement - New York State Department of Environmental Conservation Site # E510020:

LOT 1
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 Thence running South 64°52'17" East a distance of 141.10 feet along said boundary of Bridge Street to a drill hole in concrete at the northwest corner of lands now or formerly of GK Management, LLC, by virtue of deed instrument # 2006-201071;
 Thence turning South 20°19'43" West along the westerly boundary of said lands of GK Management, LLC and running a distance of 100.00 feet to a 3/4" iron rod found at the southwest corner of said lands of GK Management, LLC;
 Thence turning South 64°52'17" East along the southerly boundary of said lands now or formerly of GK Management, LLC and running through a found 3/4" iron rod a distance of 120.80 feet to a point at the mean high water mark of the Saranac River, which point is also the southeasterly corner of said lands now or formerly of GK Management, LLC;
 Thence turning and running southerly along the mean high water mark of the Saranac River the following (10) ten courses and distances:
 1) South 14°49'18" West a distance of 114.88 feet to a point;
 2) South 12°34'14" West a distance of 51.43 feet to a point;
 3) South 08°48'36" West a distance of 56.86 feet to a point;
 4) South 13°08'36" West a distance of 42.88 feet to a point;
 5) South 19°37'41" West a distance of 45.72 feet to a point;
 6) South 14°01'40" West a distance of 54.91 feet to a point;
 7) South 04°11'34" West a distance of 38.47 feet to a point at the northeasterly corner of a leased portion of property, lessee is ICV-New York, LLC, by virtue of deed instrument # 2006-200533;
 8) South 04°11'34" West a distance of 27.00 feet to a point;
 9) South 02°08'47" East a distance of 122.66 feet to a point;
 10) South 05°58'41" West a distance of 25.91 feet to a point at the intersection of the high water mark of the Saranac River, and lands acquired by the City of Plattsburgh by Supreme Court Order for the construction of the "Kennedy Bridge", also known as Broad Street;
 Thence turning South 89°29'50" West and running a distance of 294.17 feet to a point in said lands acquired by the City of Plattsburgh by Supreme Court Order for the construction of the "Kennedy Bridge", also known as Broad Street;
 Thence turning North 45°37'58" West and running a distance of 7.98 feet to a point in the easterly boundary of Durkee Street;
 Thence turning North 10°07'08" East along the easterly boundary of said Durkee Street and running a distance of 227.42 feet to a point at the northwesterly corner of a leased portion of property, lessee is ICV-New York, LLC, by virtue of deed instrument # 2003-200533;
 Thence continuing North 10°07'08" East along the easterly boundary of said Durkee Street and running a distance of 321.07 feet to a point;

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

Engineering / Institutional Controls

- limiting the use and development of the property to restricted residential use, which will also permit commercial use in conformance with local zoning;
- compliance with the approved site management plan;
- restricting the use of groundwater as a source of potable or process water, without necessary water quality treatment as determined by NYSDOH; and
- submission by the property owner to the Department a periodic certification of institutional and engineering controls.
- notice to the Department of any ground intrusive work or change in use, management of the final cover system to restrict excavation below the pavement layer, or buildings. Excavated topsoil would be tested, properly handled to protect the health and safety of workers and the nearby community, and would be properly managed in a manner acceptable to the Department;
- evaluation of the potential for vapor intrusion for any buildings developed on the site, including provision for mitigation of any impacts identified;
- monitoring of groundwater and
- provisions for the operation, maintenance, and monitoring of the installed sub-slab vapor mitigation system in the office building presently under construction.

Title Commitment Information:

| No. | RECORDING REFERENCE | DESCRIPTION | STATUS ON PLAT |
|-----|--------------------------------|--|-----------------|
| 15 | DEED LIBER 219 AT PAGE 349 | 1/2 WIDE UTILITY EASEMENT GRANTED TO CITY OF PLATTSBURGH MUNICIPAL LIGHTING DEPARTMENT | UNABLE TO PLOT |
| | DEED LIBER 219 AT PAGE 351 | 1/2 WIDE UTILITY EASEMENT GRANTED TO CITY OF PLATTSBURGH MUNICIPAL LIGHTING DEPARTMENT | UNABLE TO PLOT |
| | DEED INSTRUMENT # 1988-101059 | UTILITY EASEMENT GRANTED TO NEW YORK TELEPHONE COMPANY | DOES NOT AFFECT |
| 20 | MISC. INSTRUMENT # 2006-000020 | AMENDMENTS AND TERMS | UNABLE TO PLOT |
| 21 | DEED INSTRUMENT # 2006-200504 | AFFIDAVIT TERMINATING LEASE | UNABLE TO PLOT |
| 22 | DEED INSTRUMENT # 2006-200333 | LEASE FROM CITY OF PLATTSBURGH AND ICV-NEW YORK, LLC | PLOTTED |
| 22 | DEED INSTRUMENT # 2006-200535 | LEASEHOLD MORTGAGE FROM ICV-NEW YORK, LLC TO BANNORTH | UNABLE TO PLOT |
| | ON FILE WITH THE CITY CLERK | CORPORATE RESOLUTION FROM THE CITY OF PLATTSBURGH AUTHORIZING ENVIRONMENTAL EASEMENT | UNABLE TO PLOT |

REFERENCE: COMMONWEALTH LAND TITLE INSURANCE COMPANY
 FILE NO. 10-CEN1381-CWT
 EFFECTIVE DATED: SEPTEMBER 16, 2010

Surveyor's Certification:

I hereby certify to New York State - Department of Environmental Conservation, the City of Plattsburgh, Commonwealth Land Title Insurance Company, and to their successors and assigns that:

- made an on the ground survey per record description of the land shown hereon located at 14 Durkee Street, City of Plattsburgh, Clinton County, New York, on November 1, 2010; and it and this map were made in accordance with the requirements for an ALTA/ACSM Land Title Survey, as defined in the 2005 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys.
- To the best of my knowledge, belief and information, except as shown hereon: there are no encroachments either way across property lines; there are no encroachments of any structures over any applicable set back lines or upon easements; title lines and lines of actual possession are the same; and the premises are free of any 100/500 year return frequency flood hazard, and such flood free condition is shown on the Federal Flood Insurance Rate Map, Community Panel No. 36019C604D

By: *Jeffrey F. Burns*
 Name: Jeffrey F. Burns, PLS
 Date: December 22, 2010



Project Name & Address
 SURVEY MAP OF CERTAIN LANDS OF CITY OF PLATTSBURGH SHOWING ENVIRONMENTAL EASEMENT
 ~ Situate ~
 Tax Map Parcel 207.2-7-15
 Durkee Street
 City of Plattsburgh
 Clinton County State of New York

| Project # | Sheet |
|-----------|------------|
| 10239 | 1/1 |
| Date | 11/09/2010 |
| Scale | 1" = 40' |
| Drawn | AJD |
| Checked | JFB |