

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

THIS INDENTURE made this 15th day of April, 2014, between **Despatch Industries, Inc. (f/k/a Brainerd Manufacturing Co.)**, having an office at 154 New Tudor Road, Pittsford, New York 14534 (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 addresses of: (1) 107 North Washington Street in the Village of East Rochester, County of Monroe and State of New York, and (2) 115 North Washington Street in the Village of East Rochester, 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: 139.69-1-19 and 139.69-1-17, being the same as that property conveyed to Grantor by those certain deeds as listed on Schedule B, attached hereto and made a part hereof. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately a combined 3.047 +/- acres, and is hereinafter more fully described in the Land Title Survey dated September 30, 2013, last amended January 6, 2014, prepared by Millard, MacKay & Delles Land Surveyors LLP, 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 established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of that certain Voluntary Cleanup Agreement (Index # B8-0609-02-02) for the Former Brainerd Manufacturing Site Voluntary Cleanup Program, East Rochester, Monroe County, Site No. V00519, dated February 2012, 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 or industrial site use as defined by 6 NYCCR Part 375-1.8(g).

(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 uses, 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 at 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 controls 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; and

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: V00519
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, New York 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.

[SIGNATURE PAGE TO FOLLOW]

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

DESPATCH INDUSTRIES, INC.

By: Alan Shaffer
Name: Alan Shaffer
Title: President

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

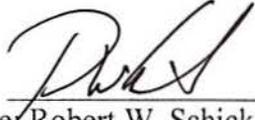
On the 9 day of April, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **Alan Shaffer** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sheila M. Chalifoux
Notary Public

SHEILA M. CHALIFOUX
Notary Public, State of New York
Lic. No. 02CH5008345
Qualified in Ontario County
My Commission Expires February 18, 2016

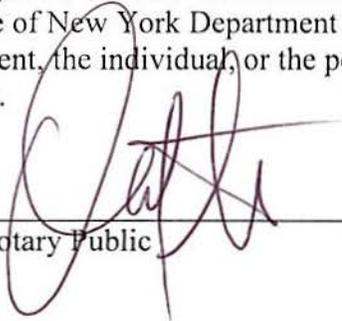
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: 
Name: Robert W. Schick
Title: Acting Director, Division of Environmental Remediation

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

On the 15th day of April, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert W. Schick** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

SCHEDULE A – PROPERTY DESCRIPTION**PARCEL #1:**

SBL NO. 139.69-1-19

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town and Village of East Rochester being part of Lot No. 1 and 2 of the Blake Tract, Township 12, Range 5, bounded and described as follows:

Commencing at a point in the center line of North Washington Street which is the southeast corner of parcel of land acquired by Monroe Lumber and Supply Co., Inc. by deed recorded in Monroe County Clerk's Office in Liber 2674 of Deeds at page 119 (herein called "Monroe's Premises");

thence westerly along the south line of said Monroe's Premises a distance of 28.69 feet to the True Point and Place of Beginning and the southwest corner of a parcel of land acquired by the People of the State of New York, designated as map 28, parcel 36 per Liber 2924 of Deeds, page 14;

thence continuing westerly along the south line of said Monroe's Premises a distance of 84.78 feet to a point;

thence northerly in a straight line making an included angle $94^{\circ}33'57''$ with the last course a distance 129.22 feet to a point in the north line of said Monroe's Premises;

thence easterly along the north line of said Monroe's Premises and making an included angle of $93^{\circ}49'25''$ with last course a distance of 150.83 feet to a point in the westerly line of North Washington Street now laid out and the northwest corner of the aforementioned map 28, parcel 36;

thence southwesterly along the westerly line of North Washington Street and the westerly line of the aforementioned map 28, parcel 36 and making an included angle with the last course of $61^{\circ}51'38''$ a distance of 160.25 feet to the True Point and Place of Beginning.

This Parcel containing 10,274 square feet more or less.

PARCEL #2:

SBL NO. 139.69-1-17

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town and Village of East Rochester being part of Lot No. 1 of the Blake Tract, Township 12, Range 5, bounded and described as follows:

Beginning at a point on the north boundary of said private street (Monroe Street) and the southwest corner of a parcel of land acquired by the People of the State of New York, designated as map 25, parcel 33 per Liber 1053 Deeds Page 23 & 24;

thence westerly along the northerly boundary Monroe Street a distance of 529.55' to a point;

thence continuing westerly at exterior angle of $174^{\circ}43'00''$ a distance of 127.87' feet to a point;

thence northerly at interior angle of $88^{\circ}38'10''$ a distance of 122.43' feet to a point in the southerly line of lands formerly of the Penn Central Company;

thence westerly along the southerly line of said Penn Central Company land at interior angle of $266^{\circ}37'15''$ a distance of 50.00' feet to a point; thence northerly at interior angle of $93^{\circ}31'37''$ a distance of 24.03' feet to a point in the northerly line of said Penn Central Company;

thence easterly along the northerly line of said Penn Central Company land at interior angle of $86^{\circ}28'23''$ a distance of 485.97' feet to a point at the southeast corner of Parcel No. 2 conveyed to E. J. Del Monte Corp. by deed recorded in Liber 3972 of Deeds, page 567;

thence northerly along the easterly line of said Parcel No. 2 at interior angle of $87^{\circ}9'50''$ a distance of 61.78 feet to a point;

thence easterly at interior angle of $89^{\circ}25'07''$ a distance of 361.96 feet to a point in the westerly line of North Washington Street;

thence southwesterly continuing along North Washington Street at interior angle of $59^{\circ}02'18''$ a distance of 104.04 feet to northeast corner of a parcel of land acquired by the People of the State of New York, designated as map 20, parcel 25;

thence northwesterly along aforementioned map 20, parcel 25 and a parcel of land acquired by the People of the State of New York, designated as map 24, parcel 32 per Liber 1053 Deeds Page 23 & 24 at exterior an angle of 90° a distance of 80.73 feet to northeast corner of a parcel of land acquired by the People of the State of New York, designated as map 25, parcel 33 per Liber 1053 Deeds Page 23 & 24;

thence northwesterly along aforementioned map 25, parcel 33, at exterior an angle of $91^{\circ}45'51''$ a distance of 60.98 feet to a point;

thence continuing southwesterly along aforementioned map 25, parcel 33, at interior an angle of $168^{\circ}23'20''$ a distance of 6.34 feet to The True Point and Place of Beginning.

This Parcel containing 2.811 acres more or less.

SCHEDULE B

Deeds recorded in the Monroe County Clerk's Office, Liber of Deeds:

parcel 139.69-1-19

Dated	Recorded	Liber	Page
April 27, 1961	May 11, 1961	3334	245

parcel 139.69-1-17

	Dated	Recorded	Liber	Page	
1	July 15, 1907	July 22, 1907	750	454	*
2	April 18, 1924	May 9, 1924	1269	296	
3	November 28, 1928	November 30, 1928	1484	495	
4	December 12, 1929	February 4, 1930	1534	84	
5	December 1, 1936	December 10, 1936	1795	170	
6	March 1, 1961	November 18, 1966	3781	44	*
7	December 4, 1963	December 10, 1963	3526	246	
8	March 18, 1970	March 19, 1970	4044	15	
9	December 1, 1972	December 1, 1972	4366	79	

*deeds cover the same parcel