

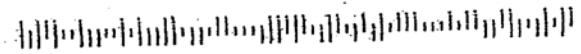


Jones Chemicals  
#826003

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature x <i>Sandy Peterson</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>
1. Article Addressed to:  <i>Ann Marie Grattan Village of Caledonia Clerk 3095 Main Street Caledonia, NY 14423</i>	<p>B. Received by (Printed Name) <i>Sandy Peterson</i> C. Date of Delivery <i>4/28/17</i></p>
2. Article Number (Transfer from service label) <i>7016 0750 0001 0150 1732</i>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
PS Form 3811, July 2015 PSN 7530-02-000-9053	<p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery (00)</p>

<p>USPS TRACKING #</p>  <p>9590 9402 2528 6306 1246 58</p>		<p>First-Class Mail Postage &amp; Fees Paid USPS Permit No. G-10</p>
<p>United States Postal Service</p>	<p>• Sender: Please print your name, address, and ZIP+4® in this box•</p> <p><i>JCI Jones Chemicals, Inc. 100 Sunny Sol Blvd. Caledonia, NY 14423 Attn: Tim Goffney</i></p>	





## Notice to Municipality

April 26, 2017

VIA CERTIFIED MAIL

Ann Marie Grattan  
Village of Caledonia Clerk – Treasurer  
3095 Main Street  
Caledonia, New York 14423

Re: Service, Notification and Access Agreement  
JCI Jones Chemicals, Inc. and IKK Property Management LLC

Dear Ms. Grattan,

Attached please find a copy of a Service, Notification and Access Agreement entered into by JCI Jones Chemicals, Inc. ("JCI") and IKK Property Management LLC ("IKK") on March 29, 2017 for property owned by IKK located on Lehigh Street in the Village of Caledonia, Tax Map Parcel Numbers 3.17-1-3.117 and 3.17-1-3.116 that contains groundwater monitoring wells currently being monitored and maintained by JCI.

Under this Service, Notification and Access Agreement ("Agreement"), IKK will provide a right of access for JCI to provide services such as monitoring and maintaining groundwater monitoring wells. The Agreement also provides for IKK to notify JCI in the event of any future construction conducted in the area where the wells are located, and in the event IKK plans to build any new structures intended for human occupancy on its property.

JCI previously entered into a Declaration of Covenants, Restrictions and Environmental Easement ("Environmental Easement") with the New York State Department of Environmental Conservation ("Department") on March 1, 2016 for property owned by JCI in the Village of Caledonia, Tax Map Parcel Numbers 8.05-1-12 and 8.05-1-20.11.

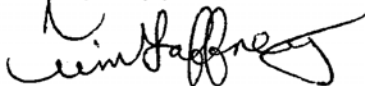
Article 71, Section 71 3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the Department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the Department and refer such application to the Department. The Department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy J. Gaffney", written in a cursive style.

Timothy J. Gaffney  
Executive Vice President



**Mary F. Strickland , County Clerk**  
Livingston County Government Center  
6 Court Street, Room 201  
Geneseo, New York 14454  
(585) 243-7010 ~ Fax (585) 243-7928

**Received From:**  
JCI JONES CHEMICAL INC

**Return To:**

**Receipt #:** 00573194  
**Transaction #:** 1267389  
**Paid By:** JCI JONES CHEMICAL INC  
**Payment Comment:**

**Fees for: SERVICE NOTIFICATION & ACCESS AGREEMENT** **\$95.00**

**Book:** 1282 **Page:** 0488  
**Recorded:** 04/26/2017 10:13:14 AM

**Grantor:** JCI JONES CHEMICAL INC  
**Grantee:** JCI JONES CHEMICAL INC

**Total Charges for Transaction:** **\$95.00**

**Payments Received:**

<b>Check (251918)</b>	<b>\$95.00</b>
<b>Refund</b>	<b>\$0.00</b>

The information described on this document has been received in this office on 04/26/2017 10:13:14 AM and the said fees collected.

Handwritten signature of Mary F. Strickland in cursive.

Livingston County Clerk



**Mary F. Strickland , County Clerk**  
 Livingston County Government Center  
 6 Court Street, Room 201  
 Geneseo, New York 14454  
 (585) 243-7010 ~ Fax (585) 243-7928

## Livingston County Clerk Recording Page

Received From:  
 JCI JONES CHEMICAL INC

Return To:

Document Type: **SERVICE NOTIFICATION & ACCESS AGREEMENT**

Receipt Number: 00573194

<b>Grantor</b>
JCI JONES CHEMICAL INC

<b>Grantee</b>
JCI JONES CHEMICAL INC

<b>Recorded Information:</b>	
Recording Fee	\$45.00
Pages Fee	\$50.00
Mortgage Tax Affidavit	\$0.00
<b>Total Fees:</b>	<b>\$95.00</b>

Property Located in Town of **Caledonia**  
 Village of **Caledonia**

State of New York  
 County of Livingston

Recorded on the 26th date of April, 2017 at 10:13:14 AM in Liber **1282** of **Deeds** at beginning page **0488**, ending at page **0498** and examined.

Livingston County Clerk

*This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York*

## SERVICE, NOTIFICATION AND ACCESS AGREEMENT

2017



This SERVICE, NOTIFICATION AND ACCESS AGREEMENT made as of this 29 day of March, ~~2016~~, by and between (i) JCI Jones Chemical, Inc. ("JCI Jones") with its principal office at 1765 Ringling Boulevard, Sarasota, Florida, 34236 and (ii) the IKK Property Management LLC ("IKK Property") having an office at Lehigh Street, Village of Caledonia, Livingston County, New York.

### RECITALS

- A. The New York State Department of Environmental Conservation ("DEC") and JCI Jones entered into that certain Declaration of Covenants, Restrictions and Environmental Easement ("Easement Agreement") dated as of March 1, 2016 and recorded in the Land Records of the Livingston County Clerk on April 4, 2016 in Liber 1278 of Deeds at page 0331. Capitalized terms used herein without definition have the meanings ascribed to them in the Easement Agreement.
- B. JCI Jones is the owner of certain land known and designated on the tax map of the Village of Caledonia as Tax Map Parcel Number(s) 8.05-1-12 & 8.05-1-20.11. IKK Property is the owner of certain land adjacent to the JCI Jones parcel known and designated on the tax map of the Village of Caledonia as Tax Map Parcel Number(s) 3.17-1-3.117 & 3.17-1-3.116. Both parcels are more fully described at Exhibit A property descriptions known as IKK Parcel "A" & IKK Parcel "B" and Survey Map included as Exhibit B.
- C. Pursuant to Section 1, 2, 3, 4 and 5 of the Easement Agreement, JCI Jones granted the DEC, rights and interests that run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of the Jones Chemicals, Inc. Superfund Site ("Site") at a level that has been determined to be safe for a specific use while ensuring the performance of maintenance, monitoring or operation requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the stated purpose.
- D. The Parties do hereby agree that IKK Property will provide a right of access to the portion of the Site that is located on its property, in favor of DEC and EPA, and that JCI Jones will provide services such as monitoring and maintaining groundwater wells. In the event of any future construction or other activities conducted in the area where the wells are located, IKK Property covenants for itself and its successors and assigns, to do either of the following, at the expense of JCI Jones:

- 1) Refinish the well(s) in such a manner that allows for the accessibility to the well(s) by DEC or EPA for sampling. DEC and EPA shall approve any method to refinish the well(s) at least thirty (30) days prior to its(their) alteration; or
  - 2) Move the entire well(s) a short distance (i.e., no more than twenty [20] feet from the current location).
- E. The Parties do hereby agree that in the event that IKK plans to build any new structures intended for human occupancy on its property, IKK will notify JCI Jones. JCI Jones will notify DEC and EPA and under EPA oversight will evaluate the potential for vapor intrusion for the structure and will perform mitigation activities, if necessary.

### **SERVICE, NOTIFICATION AND ACCESS AGREEMENT**

1. The above recitals are hereby incorporated into this Service, Notification and Access Agreement.
2. The DEC confirms that the date hereof is the "Service, Notification and Access Date" and the DEC accordingly hereby affirms the property as described in Exhibit A and shown on survey map attached as Exhibit B, is subject to this agreement.
3. This Service, Notification and Access Agreement inures to and binds the parties hereto and their respective successors and assigns.
4. This Service, Notification and Access Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Service, Notification and Access Agreement as of the day and year first above written.

**IKK PROPERTY MANAGEMENT LLC:**

By: Inna Kiriyak

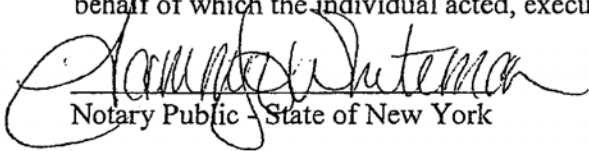
Title: Member

Date: 3.23.17

**Acknowledgment**

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

On the 23<sup>rd</sup> day of May, in the year 2017, before me, the undersigned, personally appeared Inna Kiriyak, 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 Member, 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

TAMMIE JO WHITEMAN  
NOTARY PUBLIC, State of New York  
Livingston County No. 01WH6169038  
Term Expires 06/18/2019



JCI JONES CHEMICALS INC.:

By: Timothy J. Gaffney

Title: Executive V.P.

Date: March 29, 2017

### Acknowledgment

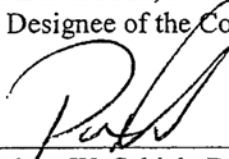
STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF                     )

On the 29 day of March, in the year 2017, before me, the undersigned, personally appeared Timothy Gaffney 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 V.P., and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Ann Marie Grattan  
Notary Public - State of New York

ANN MARIE GRATTAN  
Notary Public, State of New York  
No. 01GR6082549  
Qualified in Livingston County  
Commission Expires 10/28/2018

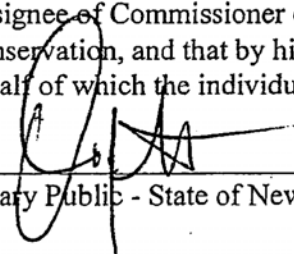
THIS SERVICE AND NOTIFICATION AGREEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:  4/12/17  
Robert W. Schick, Director  
Division of Environmental Remediation

**Acknowledgment**

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF            )

On the 12<sup>th</sup> day of April, in the year 2017, 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 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, 2018

EXHIBIT "A"

IKK PROPERTY DESCRIPTION – PARCEL "A" Tax Map. # 3.17-1-3.116

IKK PROPERTY DESCRIPTION – PARCEL "B" Tax Map. # 3.17-1-3.117

**Welch & O'Donoghue**

**Land Surveyors, P.C.**

P.O. Box 297, 2023 Rt. 39

Avon, New York 14414

Ph. (585) 226-2990

Fax 226-2991

wosurvey@rochester.rr.com

February 10, 2016

IKK Parcel "A"

L87-2520W

All that tract or parcel of land situate in the Village of Caledonia, County of Livingston, State of New York, being Lot R-3A as shown on Filed Map No. A09191 in the Livingston County Clerk's Office and further described as follows.

Beginning at a point in the south bounds of Lehigh Street (49.5' wide) at the northeast corner of lands now or formerly belonging to 3212 Lehigh Estates, LLC, as recorded in liber 1255 of deeds at page 2676, said point being 1642.69 feet easterly from the intersection of the south bounds of Lehigh Street with the centerline of North Street (New York State Route 36); thence

1) N 75°-13'-08" E along the south bounds of Lehigh Street, a distance of 217.73 feet to the northwest corner of Lot R-3B as shown on the aforesaid Filed Map No. A09191; thence

2) S 14°-46'-52" E along the west bounds of Lot R-3B, a distance of 148.31 feet to the southwest corner thereof; thence

3) S 73°-28'-08" W along the north bounds of lands conveyed to JCI Jones Chemicals, Inc., as recorded in liber 659 of deeds at page 261, a distance of 217.83 feet to the southeast corner of the aforesaid lands of 3212 Lehigh Estates, LLC; thence

4) N 14°-46'-52" W along the east bounds of said lands of 3212 Lehigh Estates, LLC, a distance of 154.96 feet to the point of beginning; thence

Containing 0.758 acre.

Together with any right title or interest in and to the lands lying within the bounds of Lehigh Street as it adjoins the above described parcel.

The above described "IKK Parcel A" being shown on a Boundary Survey Map prepared by Welch & O'Donoghue, Land Surveyors, P.C., dated December 11, 2014 (Last Revised February 10, 2016) and designated as Job No. L87-2520W.

**Welch & O'Donoghue**

**Land Surveyors, P.C.**

F.O. Box 297, 2023 Rt. 39  
Avon, New York 14414  
Ph. (585) 226-2990  
Fax 226-2991  
wosurvey@rochester.rr.com

February 10, 2016

L87-2520W

**IKK Parcel "B"**

All that tract or parcel of land situate in the Village of Caledonia, County of Livingston, State of New York, being Lot R-3B as shown on Filed Map No. A09191 in the Livingston County Clerk's Office and further described as follows.

Beginning at a point in the south bounds of Lehigh Street (49.5' wide) at the northeast corner of Lot R-3A as shown on said Map No. A09191, said point being 1860.42 feet easterly from the intersection of the south bounds of Lehigh Street with the centerline of North Street (New York State Route 36); thence

1) N 75°-13'-08" E along the south bounds of Lehigh Street, a distance of 300.00 feet to a point in the west bounds of lands conveyed to JCI Jones Chemicals, Inc., as recorded in liber 762 of deeds at page 15 (Parcel D); thence

2) S 14°-46'-52" E along the west bounds of said Parcel D, a distance of 139.14 feet to a point in the north bounds of other lands conveyed to JCI Jones Chemicals, Inc., as recorded in liber 659 of deeds at page 261; thence

3) S 73°-28'-08" W along the north bounds of said lands conveyed in liber 659 of deeds at page 261, a distance of 300.14 feet to the southeast corner of the aforesaid Lot R-3A; thence

4) N 14°-46'-52" W along the east bounds of said Lot R-3A, a distance of 148.31 feet to the point of beginning; thence

Containing 0.990 acre.

Together with any right title or interest in and to the lands lying within the bounds of Lehigh Street as it adjoins the above described parcel.

The above described "IKK Parcel B" being shown on a Boundary Survey Map prepared by Welch & O'Donoghue, Land Surveyors, P.C., dated December 11, 2014 (Last Revised February 10, 2016) and designated as Job No. L87-2520W.

EXHIBIT "B"

SURVEY MAP OF

IKK PROPERTY PARCEL "A" [0.758 acres, tax map. # 3.17-1-3.116]  
IKK PROPERTY PARCEL "B" [0.990 acres, tax map. # 3.17-1-3.117]



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**DECLARATION OF COVENANTS, RESTRICTIONS  
AND ENVIRONMENTAL EASEMENT**

This Declaration of Covenants, Restrictions and Environmental Easement is made this 1<sup>st</sup> day of MARCH, 2016 by and between JCI Jones Chemicals, Inc., a corporation organized and existing under the laws of the State of New York, having its principal office at 1765 Ringling Boulevard, Sarasota, Florida 34236 ("Grantor"), and the People of the State of New York acting through their Commissioner of the New York State Department of Environmental Conservation with its Central Office, located at 625 Broadway, Albany, New York 12233 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located in the North Side of Iroquois Road with an address of 100 Sunny Sol Boulevard in the Village of Caledonia, County of Livingston, State of New York, which is the location of the Jones Chemicals, Inc. Superfund Site ("the Site"), which includes the JCI Jones Chemicals, Inc. plant, located on a tract of land containing more or less forty-two (41.557) acres, more particularly described on Exhibit A and depicted on Exhibit B, both attached hereto and made a part hereof, together with any buildings and improvements thereon and appurtenances thereto, which the United States Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, as set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, by publication in the Federal Register on February 21, 1990; and

WHEREAS, in a Record of Decision dated September 27, 2000 ("ROD"), EPA selected, and the New York State Department of Environmental Conservation ("NYSDEC") concurred with, a remedial action for the Site pursuant to CERCLA, which provided for, among other things, treatment of soils, in an area known as the Former Solvent Tank Source Area, exceeding New York State soil cleanup objectives by in-situ soil vapor extraction; extraction of contaminated groundwater in the Former Solvent Tank Source Area utilizing a network of recovery wells in the overburden and bedrock aquifers; treatment of the extracted groundwater with the existing air stripper, which allows for the utilization of the treated water as noncontact cooling water within the Jones plant, and discharge of the noncontact cooling water to the on-Site lagoons until groundwater standards in the Former Solvent Tank Source Area are achieved; in-situ treatment of the dense non-aqueous phase liquid in the aquifer underlying the Former Solvent Tank Source Area with an oxidizing agent; continued extraction and treatment of contaminated groundwater from the North Well; discontinued pumping from the West Well to eliminate the potential to draw contaminants to deeper water-bearing zones; monitored natural attenuation of the contaminated groundwater located outside the Former Solvent Tank Source Area and beyond the influence of the North Well; and institutional controls to limit future on-Site groundwater use to non-potable purposes until groundwater cleanup standards are achieved, and to restrict pumping activity in an area of the Site which could affect the deep water-bearing zones at the Site; and



WHEREAS, JCI Jones Chemicals, Inc. constructed and operated an in-situ vapor extraction system to address the contaminated soil and an air stripper to address the contaminated groundwater and injected an oxidizing agent to address the dense non-aqueous phase liquid in the aquifer underlying the Former Solvent Tank Source Area as part of the CERCLA remedial action selected for the Site (the "In-situ Soil Vapor Extraction System"); and

WHEREAS, JCI Jones Chemicals Inc. installed a soil vapor mitigation system placed in the office space on the Site; and

WHEREAS, the parties hereto have agreed that Grantor shall grant to the Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the NYS Environmental Conservation Law, covenant with respect to the restrictions on the use of the Site including the use of the groundwater for potable purposes, and provide a right of access to the Site in favor of Grantee and EPA, all of which shall run with the land, for purposes of implementing, facilitating and monitoring the CERCLA response action in order to protect human health and the environment; and

WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site.

NOW, THEREFORE:

1. Grant: Grantor, on behalf of itself, its successors and assigns, for ten dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby give, grant, covenant and declare in favor of the Grantee that the Site shall be subject to this Declaration of Covenants, Restrictions and Environmental Easement, and Grantor does further give, grant and convey to the Grantee the perpetual right to enforce said restrictions, covenants, right of access and Declaration of Covenants, Restrictions and Environmental Easement, all of which shall be of the nature and character, and for the purposes hereinafter set forth, with respect to the Site.
2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, facilitate the remediation of past environmental contamination and to impose use restrictions and covenants to protect human health and the environment by reducing the risk of exposure to contaminants.
3. Restrictions on Use; Maintenance of Remedy; and Periodic Certifications of Compliance:
  - a) Institutional Controls. The following restrictions apply to the use of the Site, as provided below, run with the land and are binding on the Grantor and its successors in title and assigns:
    - i. Groundwater wells for drinking water shall not be installed or used on any portion of the Site.
    - ii. Evaluation of the vapor intrusion pathway and mitigation, if necessary, for any of the existing, Site structures intended for human occupancy or habitation or any new construction that occurs at the Site.
    - iii. The Site shall not be used for "Residential Use" and "Restricted-Residential Use" as defined by NYSDEC Regulations – 6 NYCRR

Part 375 – 1.8(g)(2)(i) and (ii), until the remedy described therein is implemented. The Grantor avers that the ROD has been implemented and the DEC has verified that the ROD has been implemented. Allowable uses include “Commercial Use” and “Industrial Use” as defined in NYSDEC Regulations – 6 NYCRR Part 375 – 1.8(g)(2)(iii) and (iv).

- b) Grantor, for itself and its successors and assigns, covenants and agrees to keep in good repair and maintain the following:
  - i. Existing Fencing surrounding the Site;
  - ii. Groundwater production wells;
  - iii. Monitoring well network.
  - iv. Soil vapor mitigation system placed in the office space on the Site;
- c) Periodic Certification. Grantor, for itself and its successors and assigns, covenants and agrees that it shall, upon request by Grantee or EPA, certify to Grantee and to EPA that it is in compliance with the current Site Management Plan for the Site (a copy of which is available from Grantee at the address provided in Section 15, below and electronically at the Grantee’s website currently [www.dec.ny.gov](http://www.dec.ny.gov); that the Institutional Controls for the Site are in place and have not been violated since the date of the previous certification; that it is in compliance with its covenant to keep in good repair and maintain the remedial controls noted in 3b, above.

4. Modification or termination of restrictions and covenants: The restrictions, covenants and agreements specified in the preceding paragraph of this instrument may only be modified or terminated, in whole or in part, in writing, by the Grantee, provided, however, that any modification or termination of said restrictions shall not adversely affect the remedy selected by EPA and NYSDEC for the Site. If requested by the Grantor, such writing will be executed by Grantee in recordable form. Any request by Grantor for a modification or termination of this instrument shall be made, not less than thirty (30) days in advance of any modification or termination, in writing by Grantor to NYSDEC and to EPA in accordance with paragraph 15 of this instrument.

5. Right of access: Grantors hereby convey to Grantee and to EPA a right of access to the Site at all reasonable times for the following purposes, which right of access shall run with the land and be binding on Grantor, its successors and /or assigns, and on any tenants or any other parties having an interest and/or rights to any portion of the Site:

- a) Implementing the response actions selected in the ROD.
- b) Verifying any data or information relating to the Site;
- c) Verifying that no action is being taken at the Site in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
- d) Conducting investigations under CERCLA relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils; and
- e) Implementing additional or new response actions under CERCLA.

6. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Site which are not incompatible with the restrictions, rights, covenants and easements granted herein.
7. Federal authority: Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.
8. State authority: Nothing herein shall constitute a waiver of any rights the State may have pursuant to the Environmental Conservation Law, regulations and/or relevant provisions of statutory or common law.
9. No public access and use: No right of access or use by the general public to any portion of the Site is conveyed by this instrument.
10. Public notice: Grantor, on behalf of itself, its successors and assigns, agrees to include in each instrument conveying any interest in any portion of the Site, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT, DATED \_\_\_\_\_, 20\_\_, RECORDED IN THE \_\_\_\_\_ COUNTY CLERK'S OFFICE ON \_\_\_\_\_, 20\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF, AND ENFORCEABLE BY, THE PEOPLE OF THE STATE OF NEW YORK AND BY THE UNITED STATES OF AMERICA AS THIRD-PARTY BENEFICIARY.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor agrees to provide Grantee and EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

11. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Any forbearance, delay or omission to exercise Grantee's rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any of the rights of the Grantee under this instrument.
12. Damages: Grantee shall also be entitled to recover damages for breach of any covenant or violation of the terms of this instrument including any impairment to the remedial action that increases the cost of the selected response action for the Site as a result of such breach or violation.
13. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

- 14. Covenants: Grantor hereby covenants that the Grantor is lawfully seized in fee simple of the real property at the Site, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein and that the Site is free and clear of encumbrances.
- 15. Notices: Any notice, demand, request, consent, approval, or communication under this instrument that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

JCI Jones Chemicals, Inc.  
1765 Ringling Boulevard  
Sarasota, Florida 34236

To Grantee:

Office of General Counsel  
NYS Department of Environmental Conservation  
625 Broadway  
Albany, New York 12233-5500

NYS Department of Environmental Conservation  
Division of Environmental Remediation  
Bureau of Site Control  
625 Broadway  
Albany, New York 12233

A copy of each such communication shall also be sent to EPA in the same manner as to Grantor or Grantee, and addressed to the following two addressees:

U.S. Environmental Protection Agency  
Emergency & Remedial Response Division  
New York Remediation Branch  
Attention: Jones Chemicals, Inc. Superfund Site Remedial Project Manager  
290 Broadway, 20<sup>th</sup> Floor,  
New York, New York 10007-1866

U.S. Environmental Protection Agency  
Office of Regional Counsel  
Attention: Jones Chemicals, Inc. Superfund Site Attorney  
290 Broadway, 17<sup>th</sup> Floor,  
New York, New York 10007-1866

- 16. General provisions:

a) Controlling law: The interpretation and performance of this instrument shall, with respect to the Declaration of Covenants, Restrictions and Environmental Easement, be governed by the laws of the State of New York, and with respect to other matters, shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of New York.

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- b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d) No forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.
- e) 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.
- f) Successors: The covenants, easements, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the real property at the Site. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall mean the People of the State of New York acting through their Commissioner of NYSDEC or through any successor department or agency of the State of New York.
- g) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- h) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- i) Third-Party Beneficiary: Grantor and Grantee hereby agree that the United States, through EPA, shall be, on behalf of the public, a third-party beneficiary of the benefits, rights and obligations conveyed to Grantee in this instrument; provided that nothing in this instrument shall be construed to create any obligations on the part of EPA.

TO HAVE AND TO HOLD unto the Grantee and its assigns forever.

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

Executed this 22 day of February, 2016.

GRANTOR: JCI JONES CHEMICALS, INC.

By: Timothy J. Gaffney

Title: Executive V.P.

**Grantor's Acknowledgment**

STATE OF NEW YORK )

) ss:  
COUNTY OF Livingston )

On the 22<sup>nd</sup> day of February, in the year 2016, before me, the undersigned, personally appeared Timothy J. Gaffney, 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/she executed the same in his/her capacity as Executive VP of JCI Jones and that by his/her signature on the instrument, the Grantor, upon behalf of which the individual acted, executed the instrument.

Julie Molisani  
Notary Public - State of New York

**JULIE MOLISANI**  
Notary Public, State of New York  
Qualified in Livingston County  
No. 4984710  
My Commission Expires 7/29/17

**THIS DECLARATION OF COVENANTS, RESTRICTIONS AND 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.**

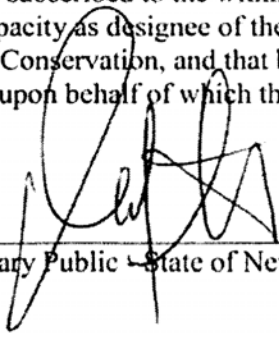
By:   
Robert W. Schick, Director  
Division of Environmental Remediation

Date: MAR 02 2016

**Grantee's Acknowledgment**

STATE OF NEW YORK     )  
   ) ss:  
COUNTY OF   )

On the 2<sup>nd</sup> day of March, in the year 2016, 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 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 People of the State of New York, 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, 2016**

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**EXHIBIT A**  
**Property Description**  
**Declaration of Covenants, Restrictions and Environmental Easement**  
**Jones Chemicals, Inc. Superfund Site.**

**Welch & O'Donoghue**  
**Land Surveyors, P.C.**

P.O. Box 297  
Avon, New York 14414  
Ph. (585) 226-2990  
Fax 226-2991

December 11, 2014

L87-2520 W

**Legal Description**  
[Tax Map No(s) 8.05-1-12 & P/O 8.05-1-20.11]

All that tract or parcel of land situate in the Village of Caledonia, County of Livingston, State of New York and further described as follows.

Beginning at an existing iron pipe on the northerly bounds of Iroquois Road (49.5' wide) at the southwest corner of Parcel B described in a deed to Jones Chemicals, Inc., recorded in liber 762 of deeds at page 15, said pipe being N 89°-21'-05" E a distance of 120.00 feet from the intersection of the northerly bounds of Iroquois Road with the easterly bounds of Hardwood Avenue (49.5' wide); thence

1) N 01°-10'-10" W along the westerly bounds of said Parcel B, a distance of 181.50 feet to an iron pin set on the southerly bounds of Parcel C described in said deed recorded in liber 762 of deeds at page 15; thence the following three courses along the bounds of the lands described in said Parcel C

2) S 89°-21'-05" W a distance of 120.00 feet to a masonry nail set on the easterly bounds of Hardwood Avenue; thence

3) N 01°-10'-10" W along the easterly bounds of Harwood Avenue, a distance of 180.00 feet to a masonry nail set at the northeast corner thereof; thence

4) S 89°-21'-05" W along the northerly bounds of Harwood Avenue, a distance of 49.50 feet to an iron pin set at the northwest corner thereof and on the easterly bounds of Parcel G described in said deed recorded in liber 762 of deeds at page 15; thence

5) S 01°-10'-10" E along the westerly bounds of Harwood Avenue, being the easterly bounds of the lands described in said Parcel G and the easterly bounds of lands described in a deed to JCI Jones Chemicals, Inc., as recorded in liber 1272 of deeds at



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page 2599, a distance of 130.00 feet to an iron pin set at the southeast corner of said lands described in liber 1272 of deeds at page 2599; thence

6) S 89°-21'-05" W along the southerly bounds of said lands described in liber 1272 of deeds at page 2599, a distance of 120.00 feet to an iron pin set at the southwest corner thereof being the easterly bounds of lands described in two deeds to Jones Chemicals, Inc., as recorded in liber 715 of deeds at page 303 and in liber 715 of deeds at page 305; thence

7) S 01°-10'-10" E along the easterly bounds of said lands described in liber 715 of deeds at page 303 and in liber 715 of deeds at page 305, a distance of 5.75 feet to an iron pin set at the northeast corner of lands now or formerly belonging to Hardwood Properties, LLC, as recorded in liber 1123 of deeds at page 49; thence

8) N 89°-52'-10" W along the northerly bounds of said lands of Hardwood Properties, LLC, a distance of 75.00 feet to the easterly bounds of lands now or formerly belonging to Rainier Holdings, LLC, as recorded in liber 1259 of deeds at page 664; thence the following three courses along the bounds of said lands of Rainier Holdings, LLC

9) N 01°-10'-10" W a distance of 75.00 feet to an iron pin set; thence

10) N 89°-52'-10" W a distance of 150.00 feet to an iron pin set; thence

11) S 01°-10'-10" E a distance of 132.14 feet to the northerly bounds of lands now or formerly belonging to John P. Pelow and Lawrence W. Munt, as recorded in liber 1087 of deeds at page 271; thence

12) S 89°-37'-50" W along the northerly bounds of said lands of Pelow and Munt, a distance of 65.68 feet to the westerly bounds of the aforesaid lands described in two deeds to Jones Chemicals, Inc., as recorded in liber 715 of deeds at page 303 and in liber 715 of deeds at page 305; thence

13) N 02°-12'-10" W along the westerly bounds of said lands described in the two deeds recorded in liber 715 of deeds at page 303 and in liber 715 of deeds at page 305, a distance of 258.01 feet to the southerly bounds of lands described in a deed to Jones Chemical, Inc., as recorded in liber 659 of deeds at page 261; thence

14) S 73°-28'-08" W along the southerly bounds of said lands described in liber 659 of deeds at page 261, a distance of 361.25 feet to an iron pin set; thence

15) N 01°-13'-08" E through the lands described in liber 659 of deeds at page 261, a distance of 69.30 feet to an iron pin set on the northerly bounds of the lands described in liber 659 of deeds at page 261; thence

16) N 73°-28'-08" E along the northerly bounds of said lands described in liber 659 of deeds at page 261, a distance of 858.24 feet to the southwest corner of Parcel D described in a deed to Jones Chemicals, Inc., recorded in liber 762 of deeds at page 15; thence

17) N 14°-46'-52" W along the westerly bounds of the lands described in said Parcel D, a distance of 332.69 feet to an existing iron pin at the northwest corner thereof; thence

18) N 77°-13'-08" E along the northerly bounds of the lands described in said Parcel D, a distance of 105.78 feet to an existing iron pin at the southwest corner of lands described in a deed to Jones Chemicals, Inc., as recorded in liber 546 of deeds at page 96; thence

19) N 12°-46'-52" W along the westerly bounds of said lands described in liber 546 of deeds at page 96, a distance of 99.00 feet to the northwest corner thereof; thence

20) N 77°-13'-08" E along the northerly bounds of said lands described in liber 546 of deeds at page 96, a distance of 1713.38 feet to an iron pin set on the division line between lands within the Village of Caledonia to the west and lands within the Town of Caledonia to the east; thence

21) S 00°-17'-17" W along the Village Line and through the lands described in said deed recorded in liber 546 of deeds at page 96, a distance of 101.63 feet to an iron pin set on the southerly bounds of the lands described in liber 546 of deeds at page 96; thence

22) S 77°-13'-08" W along the southerly bounds of the lands described in liber 546 of deeds at page 96, a distance of 1359.53 feet to the northeast corner of Parcel D in the aforesaid deed recorded in liber 762 of deeds at page 15; thence

23) S 01°-16'-52" E along the easterly bounds of said Parcel D, a distance of 315.07 feet to the northerly bounds of the aforesaid lands described in liber 659 of deeds at page 261; thence the following two courses along the bounds of said lands described in liber 659 of deeds at page 261

24) N 73°-28'-08" E a distance of 76.48 feet to an iron pin set; thence

25) N 16°-31'-52" W a distance of 40.00 feet to an iron pin set; thence

26) N 73°-28'-08" E along the northerly bounds of said lands described in liber 659 of deeds at page 261 and the northerly bounds of the second described parcel of land in a deed to Jones Chemicals, Inc., as recorded in liber 693 of deeds at page 272, a distance of 1310.09 feet to the northeast corner thereof; thence

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27) S 00°-17'-17" W along the easterly bounds of the second described parcel of land recorded in liber 693 of deeds at page 272 and the easterly bounds of lands described in a deed to Jones Chemicals, Inc., as recorded in liber 583 of deeds at page 210 also being the aforesaid Village Line, a distance of 929.64 feet to a point; thence

28) N 89°-54'-35" W along a southerly bounds of the lands described in said deed recorded in liber 583 of deeds at page 210, a distance of 120.70 feet to a point; thence

29) S 00°-05'-35" W along an easterly bounds of the lands described in said deed recorded in liber 583 of deeds at page 210, a distance of 250.00 feet to the northerly bounds of Iroquois Road; thence

30) N 89°-37'-45" W along the northerly bounds of Iroquois Road, a distance of 91.87 feet to the westerly bounds of the lands described in said deed recorded in liber 583 of deeds at page 210; thence

31) N 00°-40'-55" W along the westerly bounds of the lands described in said deed recorded in liber 583 of deeds at page 210, a distance of 301.50 feet to the southeast corner of lands described in a deed to Jones Chemical, Inc., as recorded in liber 601 of deeds at page 208; thence

32) N 89°-54'-35" W along the southerly bounds of the lands described in said deed recorded in liber 601 of deeds at page 208, a distance of 226.88 feet to an easterly bounds of the first described parcel of land in a deed to Jones Chemicals, Inc., as recorded in liber 693 of deeds at page 272; thence the following three courses along the bounds of the first parcel of land described in liber 601 of deeds at page 208

33) S 00°-31'-15" E a distance of 104.44 feet to a point; thence

34) N 89°-10'-48" W a distance of 231.21 feet to a point; thence

35) S 00°-19'-12" W a distance of 197.00 feet to the northerly bounds of Iroquois Road; thence

36) N 89°-10'-48" W along the northerly bounds of Iroquois Road being the southerly bounds of the first parcel of land described in liber 601 of deeds at page 208, the southerly bounds of Parcel F described in a deed to Jones Chemicals, Inc., as recorded in liber 762 of deeds at page 15 and the southerly bounds of lands described in a deed to Jones Chemicals, Inc., as recorded in liber 403 of deeds at page 969, a distance of 477.30 feet to an iron pin set at the southeast corner of lands described in a deed granting a life estate to Donald R. Green and Judith A. Green, as recorded in liber 973 of deeds at page 39; thence

37) N 00°-31'-15" W along the easterly bounds of said lands described in liber 973 of deeds at page 39, a distance of 135.00 feet to an iron pin set at the northeast corner thereof; thence

38) N 89°-10'-48" W along the northerly bounds of said lands described in liber 973 of deeds at page 39, a distance of 105.00 feet to an iron pin set on the easterly bounds of the aforesaid Parcel C described in liber 762 of deeds at page 15; thence

39) S 00°-31'-15" E along the easterly bounds of said Parcel C, a distance of 135.00 feet to the northerly bounds of Iroquois Road; thence

40) S 89°-21'-05" W along the northerly bounds of Iroquois Road being the southerly bounds of said Parcel C and the southerly bounds Parcel B described in a deed to Jones Chemicals, Inc., as recorded in liber 762 of deeds at page 15, a distance of 288.59 feet to the point of beginning.

Containing 41.557 acres.

Together with any right title or interest in and to the lands lying within the bounds of Iroquois Road and Hardwood Avenue as they adjoin the above described parcel.

The above described parcel being shown on a Boundary Survey Map prepared by Welch & O'Donoghue, Land Surveyors, P.C., dated December 11, 2014 and designated as Job No. L87-2520W.

County: Livingston

DEC Site No: 826003

Civil Action No. 01-CV-6426T(F)

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**EXHIBIT B**

**Declaration of Covenants, Restrictions and Environmental Easement  
SURVEY**

(See attached survey of Jones Chemicals, Inc. Site and In-situ Soil Vapor Extraction System depicting Institutional Controls and Engineering Control)

