



NIXON PEABODY LLP
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February 8, 2005

James Charles, Esq.
Senior Attorney
New York State Department of Environmental Conservation
Division of Environmental Enforcement
Western Field Unit
270 Michigan Avenue
Buffalo, NY 14203-2999

RE: 95 Ames Street (Deed Restriction)

Dear Jim:

As requested, enclosed please find a copy of the deed restriction as recorded with the Monroe County Clerk's Office on January 24, 2005. I am forwarding a copy to David Pratt as well. Although the copy returned by the Clerk's Office was a black and white copy, please be assured that the one that was actually recorded was a color original. David Pratt's letter will have a color original also enclosed, although it is a smaller size than the one that was recorded.

Assuming NYSDEC has now received the changed pages to the FER, I look forward to receiving confirmation of NYSDEC's final approval of that document. Thank you.

Sincerely yours,

Jean H. McCreary

JHM/blm

cc: (w/ enclosure): **David Pratt**
6274 East Avon-Lima Road
Avon, NY 14414-9519

RECEIVED

FEB 09 2005

DEPT/HAZ WASTE/REGULATORY
REGION 8

R829094.1

NIXON PEABODY LLP

James Charles, Esq.
February 8, 2005
Page 2

cc: (w/o enclosures): Andy Karlbergs (Combustion Engineering)
Keith Knauerhase (ABB)
Ricky A. Ryan (Mactec)
Mary Elizabeth Ford (NP)

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FEB 09 2005

DER/HAZ WASTE REMED
REGION 8

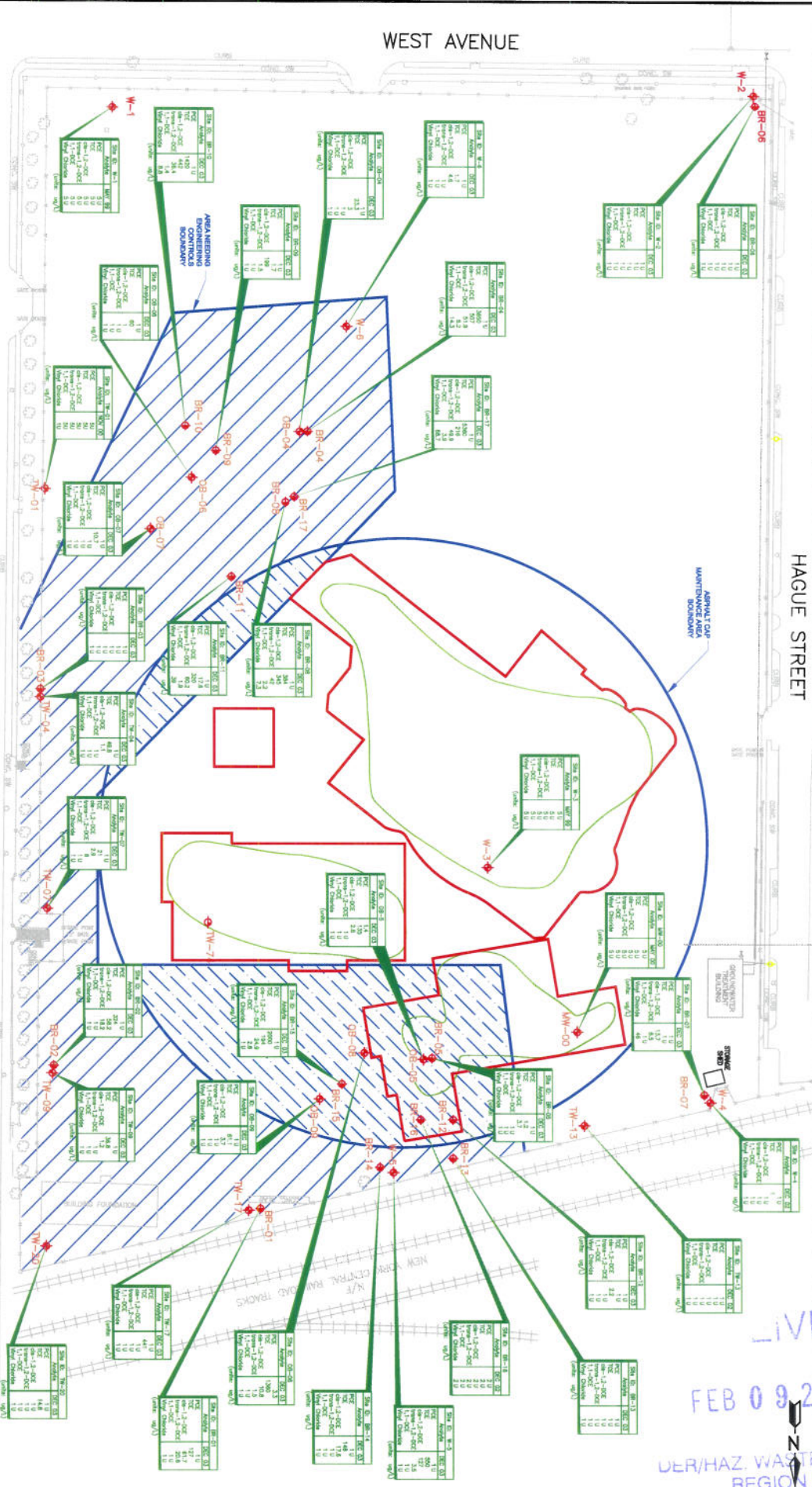
WEST AVENUE

HAGUE STREET

LEGEND

- ◆ OPERATIONAL MONITORING WELL
- ◇ SERVICE MONITORING WELL (SM)
- EXHAUSTION
- TRANSDUCER (PRESSURE/TEMPERATURE)
- REMEDIATION WELL
- POTENTIAL
- FUTURE PROVISION (PROVIDED IN REPERATION WORK PLAN)
- ACTUAL AREA OF EXHAUSTION
- AREA NEEDING ENGINEERING CONTROLS
- OPERATING OF AREA NEEDING ENGINEERING CONTROLS BOUNDARY AND AREAL CAP AREA BOUNDARY

VOC'S IN GROUNDWATER			
Site ID	Area	Concentration	Notes
SM-01	BR-01	1.0	...
SM-02	BR-02	1.0	...
SM-03	BR-03	1.0	...
SM-04	BR-04	1.0	...
SM-05	BR-05	1.0	...
SM-06	BR-06	1.0	...
SM-07	BR-07	1.0	...
SM-08	BR-08	1.0	...
SM-09	BR-09	1.0	...
SM-10	BR-10	1.0	...
SM-11	BR-11	1.0	...
SM-12	BR-12	1.0	...
SM-13	BR-13	1.0	...
SM-14	BR-14	1.0	...
SM-15	BR-15	1.0	...
SM-16	BR-16	1.0	...
SM-17	BR-17	1.0	...
SM-18	BR-18	1.0	...
SM-19	BR-19	1.0	...
SM-20	BR-20	1.0	...



MACTEC
MACTEC Engineering and Consulting, Inc.
1591 Knoxville, Tennessee 37923
865-531-1922 • Fax: 865-531-8226

DETERMINATION OF ENGINEERING CONTROL AREAS
95 AMES STREET
FORMER TAYLOR INSTRUMENTS SITE
ROCHESTER, NEW YORK

DATE: JULY 2, 2004

CHECKED BY:

SCALE: 0 80'

LIVED
FEB 09 2005
DER/HAZ WASTE REMED REGION 8

22

R E C E I P T
MONROE COUNTY CLERK'S OFFICE
Cheryl Dinoifo
Monroe County Clerk

RECEIPT: 02113609 OPR: JH40

NA

DESCRIPTION	TRANS AMOUNT
FILE FEE-S	19.00
FILE FEE-C	8.00
REC FEE	12.00
Total Fees	39.00

AMEND TO DECLAR # TT0000012711
DATE: 1/24/2005 TIME: 4:34:00
B/P D 10078 0609 Control# 200501240984
95 ANES STREET RO
1 ABB PROSPECTS INC
2 ABB PROSPECTS INC

RECEIPT TOTAL:	39.00
1 CHECK	39.00
TOTAL AMOUNT TENDERED	39.00
TOTAL REFUND	.00
PAYMENT TOTAL	39.00

RECEIVED

FEB 09 2005

DER/HAZ. WASTE REMED
REGION 8

AMENDED DECLARATION of COVENANTS and RESTRICTIONS

THIS AMENDED COVENANT is made the 21 day of January 2005, by ABB Prospects, Inc., a corporation organized and existing under the laws of the State of Connecticut, being the successor to the ownership interest of Combustion Engineering, Inc. in property situated at 95 Ames Street, Rochester, New York, 14611 known as the former Taylor Instruments Site, and having an office for the transaction of business at 501 Merritt 7, Norwalk, Connecticut.

WHEREAS, the former Taylor Instruments site is the subject of a Voluntary Cleanup Agreement recorded in the Monroe County Clerk's Office on July 12, 2000, in Book 09334 of Deeds at Page 0524, concerning that parcel of real property located on 95 Ames Street in the City of Rochester, County of Monroe, State of New York, bearing parcel number 120.410-0001-001.002/0000IH, hereinafter referred to as the "Property;" and

WHEREAS, an original Declaration of Covenants and Restrictions was executed on October 13, 2003 and recorded in the Monroe County Clerk's Office on November 6, 2003, at 9:53 AM, concerning the Property;

WHEREAS, the Department's final approval of the remedy implemented by the owner of the Property to eliminate or mitigate all significant threats to the environment presented by the contamination present at the Property has been conditioned upon revisions to clarify the original Declarations of Covenants and Restrictions;

NOW, THEREFORE, Combustion Engineering, Inc., for itself and its successors and/or assigns, modifies and amends the covenants and restrictions as follow:

The FIRST paragraph shall be modified as follows: The Property subject to the Declaration of Covenants and Restrictions was depicted on a map attached to the original declaration as Appendix "B" which map is hereby amended by the attached map, dated July 2, 2004, which specifically defines the areas referenced on the original map;

The FOURTH paragraph shall be modified as follows: The owner of the Property shall maintain the cap covering the Property in the area on the attached map circled in blue and referred to as "Asphalt Cap Maintenance Area Boundary" by maintaining its asphalt cover or, after obtaining the written approval of the Relevant Agency, by capping the Property with another material;

The SIXTH paragraph shall be modified as follows: The owner of the Property shall continue in full force and effect any institutional and engineering controls required under the Voluntary Agreement [specifically consisting of prohibiting future buildings constructed on the Property from having basements (i.e., must be slab-on-grade construction) and installation of passive vapor barriers, or, if required by NYSDEC, sub-slab depressurization systems, beneath all new buildings on the site to control potential exposures to indoor air spaces from VOC vapors] and maintain such controls unless the owner first obtains permission to

R816269.1

FEB 09 2005

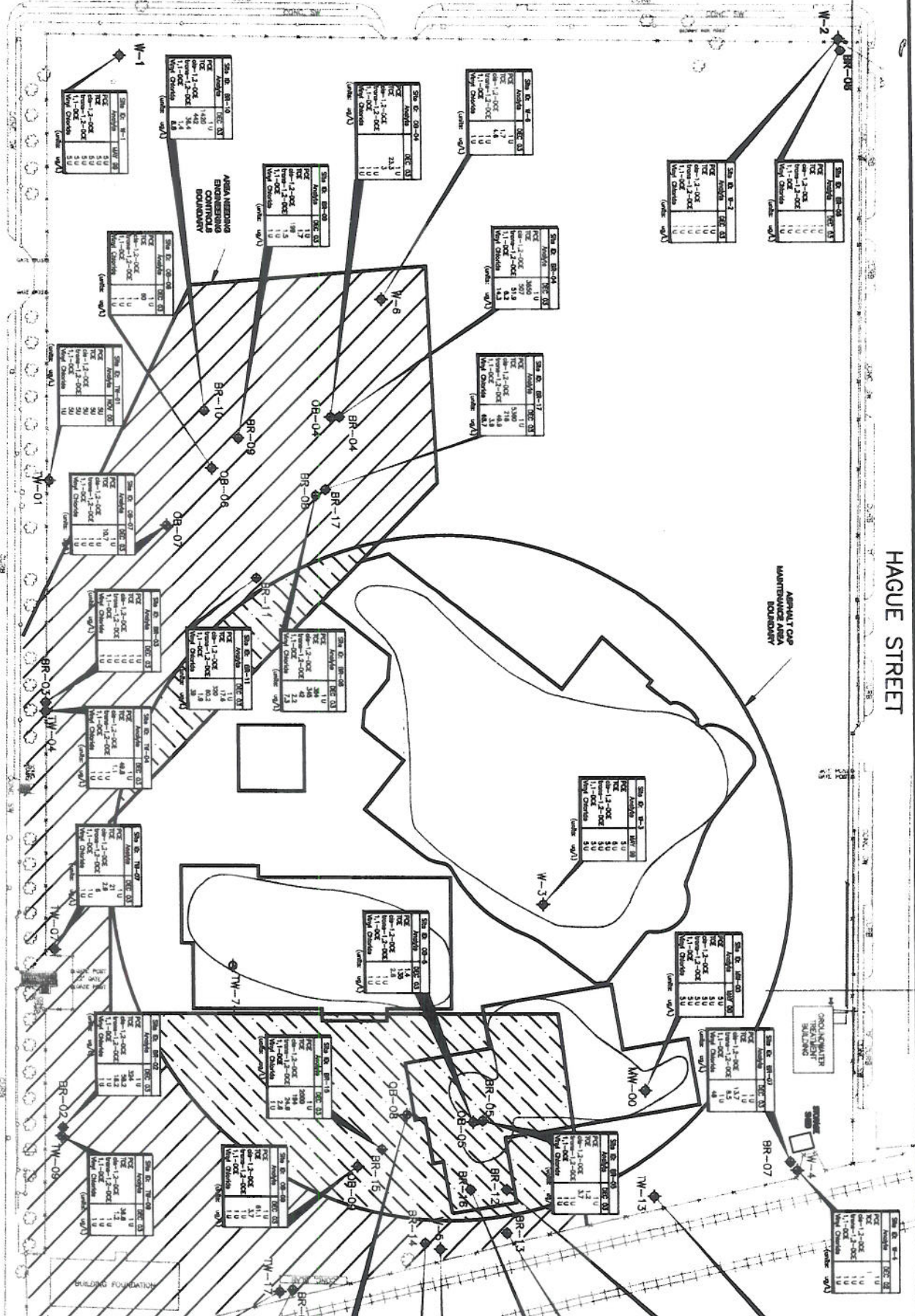
DER/HAZ. WASTE REMED
REGION 8

Box 30-Edm.

RECEIVED

HAGUE STREET

WEST AVENUE



LEGEND

- ◆ OPERATIONAL MONITORING WELL
- ◆ MONITORING WELL (MW)
- ◆ RECOVERY WELL (RW)
- ◆ SERVICE MONITORING WELL (SM)
- ◆ OPERATIONAL MONITORING POINT
- ◆ TYPICAL OPERATIONAL MONITORING POINT
- ◆ TYPICAL OPERATIONAL MONITORING POINT
- ◆ ESTIMATED VALUE
- ◆ NOT DETECTED
- ◆ NOT SAMPLED

SIS	PCE	TCE	MVA	VOCs
1.0	1.0	1.0	1.0	1.0
1.0	1.0	1.0	1.0	1.0
1.0	1.0	1.0	1.0	1.0
1.0	1.0	1.0	1.0	1.0

ACTUAL LIGHT EXCAVATION
 PROPOSED AT EXCAVATION WORK PLAN
 ACTUAL AREA OF EXCAVATION
 AREA NEERING ENGINEERING CONTROL'S BOUNDARY
 OVERLAPPING OF OPERATIONAL MONITORING CONTROL'S BOUNDARY AND ACTUAL COP AREA BOUNDARY



MACTEC Engineering and Consulting, Inc.
 1431 Carpenters Boulevard, Suite 150
 Knoxville, Tennessee 37932
 865-531-1922 • Fax: 865-531-8226

DETERMINATION OF
95 AMES STREET
FORMER TAYLOR INS
ROCHESTER, NEW YC

DRAFTING BY: [Signature]
 JOB NUMBER: 51870

RECEIVED

DECLARATION of COVENANTS and RESTRICTIONS

03 NOV -6 AM 9:53

THIS COVENANT is made the 13th day of OCTOBER 2003, by ABB Prospects, Inc., a corporation organized and existing under the laws of the State of Connecticut, being the successor to the ownership interest of Combustion Engineering, Inc. in property situated at 95 Ames Street, Rochester, New York, 14611 known as the former Taylor Instruments Site, and having an office for the transaction of business at 501 Merritt 7, Norwalk, Connecticut.

WHEREAS, the former Taylor Instruments site is the subject of a Voluntary Agreement bearing Index B8-0508-97-02 executed by Combustion Engineering, Inc. as part of the New York State Department of Environmental Conservation's (the "Department") Voluntary Cleanup Program which Voluntary Cleanup Agreement was recorded in the Monroe County Clerk's Office on July 12, 2000, in Book 09334 of Deeds at Page 0524, namely that parcel of real property located on 95 Ames Street in the City of Rochester, County of Monroe, State of New York, bearing parcel number 120.410-0001-001.002/0000IH, and being more particularly described in Appendix "A", attached to this declaration and made a part hereof, and hereinafter referred to as the "Property"; and

WHEREAS, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination present at the Property and such remedy requires that the Property be subject to restrictive covenants.

NOW, THEREFORE, Combustion Engineering, Inc., for itself and its successors and/or assigns, covenants that:

FIRST, the Property subject to this Declaration of Covenants and Restrictions is more particularly described in Appendix "A" and is shown on a map attached to this declaration as Appendix "B" and made a part hereof;

SECOND, the owner of the Property shall, and hereby does, prohibit the Property from being used for purposes other than for restricted industrial or restricted commercial excluding daycare and health care uses unless the expressed written waiver of such prohibition is obtained from the Department or if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens (the "Relevant Agency");

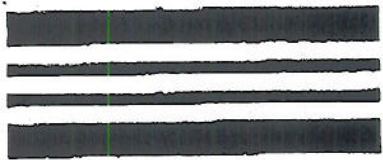
THIRD, the owner of the Property shall, and hereby does, prohibit any disturbance of soil or fill at the Property without first complying with the Soils Management Plan approved per the Voluntary Agreement;

FOURTH, the owner of the Property shall maintain the cap covering the Property by maintaining its asphalt cover or, after obtaining the written approval of the Relevant Agency, by capping the Property with another material;

FIFTH, the owner of the Property shall, and hereby does, prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Relevant Agency;

APPENDIX (A) 172

MONROE COUNTY CLERK'S OFFICE
County Clerk's Recording Page



Return To:

LAND AMERICA
2150 POST ROAD
FAIRFIELD CT 06430

Index DEEDS
Book 09286 Page 0065
No. Pages 0004
Instrument DEED
Date : 3/16/2000
Time : 11:45:00
Control # 200003160268

COMBUSTION ENGINEERING INC
ABB PROSPECTS INC

TT# TT 0000 014409
Employee ID CW

MORTGAGE TAX

FILE FEE-S	\$	26.75	MORTGAGE AMOUNT	\$	.00
FILE FEE-C	\$	8.25	BASIC MORTGAGE TAX	\$	.00
REC FEE	\$	12.00	SPEC ADDIT MTG TAX	\$	.00
	\$	.00	ADDITIONAL MTG TAX	\$	.00
TRANS TAX	\$	.00	Total	\$	.00
MISC FEE-C	\$	5.00			
	\$	.00			
	\$	.00			
	\$	.00			
Total:	\$	52.00			

TRANSFER AMT

TRANSFER AMT	\$	.00
TRANSFER TAX	\$	.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

Maggie Brooks, County Clerk



COMBUSTION ENGINEERING

QUITCLAIM DEED

THIS INDENTURE, made the 26TH day of January 2000, between **COMBUSTION ENGINEERING, INC.**, a Delaware corporation, party of the first part, and **ABB PROSPECTS INC.**, a Delaware corporation, party of the second part.
 GRANTOR: Combustion Engineering, Inc., 2000 Day Hill Road, Windsor, CT, 06095
 GRANTEE: ABB PROSPECTS Inc., 501 Merritt 7 Corporate Park, Norwalk, CT, 06856

WITNESSETH, that the party of the first part, for good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part and its successors and assigns, forever, all that certain piece, parcel or tract of land having an address of 95 Ames Street, in the City of Rochester, County of Monroe and State of New York, and more particularly described on Schedule A attached hereto and made a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises. TO HAVE AND TO HOLD the premises herein granted unto the party of the second part and its successors and assigns forever. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. This deed is subject to the trust provisions of Section 13 of the Lien Law.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:
Robert F. Avella
 ROBERT F. AVELLA
Lewis Segal
 LEWIS SEGAL

COMBUSTION ENGINEERING, INC.
 By Thomas N. Sacco L.S.
 Thomas N. Sacco, Vice President

STATE OF CONNECTICUT)
)
 COUNTY OF HARTFORD)

ss: Windsor January, 26 2000

On this 26TH day of January, 2000, before me, the undersigned officer personally appeared, Thomas N. Sacco, who acknowledged himself to be the Vice President of Combustion Engineering, Inc., a corporation, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

In witness whereof I hereunto set my hand.

Carol T. Veilleux
 Notary Public
 My commission expires:
 CAROL T. VEILLEUX
 NOTARY PUBLIC
 My Commission Expires Aug. 31, 2001

Section 120.410
 Block 01
 Lot 001.2
 City of Rochester, County of Monroe
 Street Address 95 Ames Street
 Tax Billing Address 501 Merritt 7
 Norwalk, CT 06851

SCHEDULE A

95 Ames Street

Beginning at a point, said point being the intersection of the northerly street line of West Avenue with the centerline of abandoned Hague Street;

1. Thence north $00^{\circ}35'45''$ west along the centerline of abandoned Hague Street, a distance of 859.89 feet to a point;

2. Thence north $75^{\circ}47'52''$ east, a distance of 356.20 feet to a point;

3. Thence south $00^{\circ}43'25''$ east, a distance of 1.03 feet to a point;

4. Thence north $75^{\circ}48'58''$ east, a distance of 322.45 feet to a point in the westerly street line of Ames Street;

5. Thence south $00^{\circ}35'45''$ east along the westerly street line of Ames Street, a distance of 79.39 feet to a point;

6. Thence south $01^{\circ}15'25''$ east along the westerly street line of Ames Street, a distance of 256.04 feet to a point;

7. Thence south $89^{\circ}24'15''$ east, a distance of 5.00 feet to a point;

8. Thence south $00^{\circ}35'45''$ east along the westerly street line of Ames Street, a distance of 680.26 feet to a point in the northerly street line of West Avenue;

9. Thence south $89^{\circ}10'15''$ west along the northerly street line of West Avenue, a distance of 667.59 feet to the point of beginning.

The premises herein conveyed are conveyed together with the following:

1. All improvements located on said premises.
2. All right, title and interest that grantor herein may have in and to any and all roadways and rights-of-way located on or serving the premises.
3. Any and all easements, drainage rights, oil, gas and mineral rights, slope rights, rights of way, privileges, licenses and other rights and matters as appear of record, which benefit or serve the premises.
4. Reciprocal Easement Agreement by and between the grantor herein and The Hague Corporation, dated March 2, 1993 and recorded March 4, 1993 in Liber 8314 of Deeds at Page 401.

Said premises are conveyed subject to the following:

1. Unpaid real property taxes and assessments which become due and payable after the date hereof, which the grantee herein assumes and agrees to pay as part of the consideration for this deed.
2. Reciprocal Easement Agreement by and between the grantor herein and The Hague Corporation, dated March 2, 1993 and recorded March 4, 1993 in Liber 8314 of Deeds at Page 401.
3. Building and zoning laws, rules, regulations and ordinances, public or private laws, and any restrictions or limitations imposed or to be imposed by governmental authority, to which the premises are subject.
4. Building, building line and municipal zoning restrictions, as of record may appear.
5. Any and all easements, drainage rights, slope rights, rights-of-way, restrictions, licenses, privileges, rights, encumbrances and other matters as appear of record, which affect or burden the premises or to which the premises are subject.
6. Any condition or state of facts which a physical inspection or survey of the premises would reveal.

APPENDIX (B)

