

Access Stipulation

New York State Department of Environmental Conservation
ACCESS STIPULATION
for
PURPOSES AUTHORIZED PURSUANT TO ARTICLE 27 OF THE ENVIRONMENTAL
CONSERVATION LAW

This agreement made this 7th day of June, 2012 between DanMike Pine Street LLC, hereinafter referred to as "owner", and the COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the Department," pursuant to the above cited law,

WITNESSETH:

WHEREAS, the owner is the owner of the real property located at 30 Pine Street, New Rochelle, New York (the "Property"); and

WHEREAS, the Department is investigating soil and groundwater contamination believed to be emanating from the Industrial Overall Service Corp. property located at 10 Bartels Place, New Rochelle, New York (Site #360109), which is located to the northeast and upgradient of the Property; and

WHEREAS, the Department has requested access to the Property and will enter upon the Property by the Department, its representatives, employees, agents and contractors for the purposes of sampling existing groundwater monitoring wells and for the installation of a soil boring and the collection of a groundwater sample in the location identified as GW-03 on the attached Figure 4.2 (the "Work").

NOW THEREFORE, the parties hereto agree as follows:

1. The owner will permit entry on and use of the Property by the Department, its agents, employees, contractors and representatives at reasonable times from the date hereof until October 1, 2012. Such right of entry includes the right to:
 - operate a work area;
 - remove therefrom any material excavated;
 - placement of temporary barriers to delineate the work area;
 - conduct air, water or soil sampling for analysis;
 - remove air, water or soil samples;
 - carry on activities reasonably necessary for the completion of Work together with the rights at all times during the duration of this agreement of reasonable ingress, egress and regress by the State of New York, its employees, agents, contractors and/or representatives pursuant to the terms

of this Agreement for the purposes connected with the above Work.

2. The Department covenants that all Work to be performed hereunder will be done at no cost or expense to the owner; provided, however, this does not constitute a waiver of any rights the Department may have to recover such cost from any responsible party, pursuant to relevant provisions of statutory or common law.
3. The Department and its contractors shall coordinate access to the Property with Mr. Lawrence Greenberg, Tel. 914-636-0505, and the Work shall be performed at such times and in such a manner so as not to interfere with the operations of owner at the Property, or with ingress to or egress from the Property.
4. Prior to the termination of this agreement, the Department, at its cost and expense, will restore the Property to its former condition, by re-seeding and re-vegetating but not including replacement of large trees.
5. **Insurance.** The Department's contractor has general liability insurance, professional liability insurance and worker's compensation insurance, as specified in the Department's Division of Environmental Remediation's Technical and Administrative Guidance Memorandum HWR-89-4005. The Department agrees to add and/or require its contractor to add DanMike Pine Street LLC, Pearlgreen Corp., Pearlweave Safety Netting Corp., Lawrence Greenberg, Susan Greenberg, Samuel Greenberg and Bernice Greenberg as additional insured parties on all policies except worker's compensation. The Department will cooperate with owner in pursuing with the insurer any claim that may arise. The Department shall also deliver certificates of such insurance acceptable to owner.
6. **Compliance With Laws.** The Department and its contractor shall comply with all applicable laws, rule, regulations including, but not limited to, Labor, Safety and Health Laws and applicable regulations of the Occupational Safety and Health Administration ("OSHA"). The Department or its contractor shall obtain, prior to commencement of the Work, all required permits, licenses and approvals.
7. **Indemnification.** To the fullest extent permitted by law, the Department and its Contractor agree to indemnify and hold DanMike Pine Street LLC, Pearlgreen Corp., Pearlweave Safety Netting Corp., Lawrence Greenberg, Susan Greenberg, Samuel Greenberg and Bernice Greenberg (collectively "Indemnitees") harmless against claims, loss, damage and expense Indemnitees or any one of them may suffer as a result of the Department's or its Contractor's action in the course of exercising any rights granted under this Agreement or as a result of actionable conduct of the Department, as permitted by the ECL, the Court of Claims Act and Section 17 of the Public Officers Law.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors and assigns of the parties. In witness whereof, this agreement has been executed on the day and date first above written.

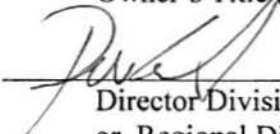
6/7/12
Date


Owner's Signature*

Member

Owner's Title (if corporation)

6/11/12
Date


Director Division of Environmental Remediation
or Regional Director

cc:

*NOTE:: If stipulation is with a corporation, the respondent must be an official, authorized corporate representative.