

**VOLUNTARY ACCESS AGREEMENT
SITE #360109**

AGREEMENT DATED THIS 8 DAY OF JUNE, 2012, BY AND BETWEEN THE INDUSTRIAL OVERALL, INC. ("IO") and the NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION ("DEPARTMENT");

NYSDEC 6/7/12 8:06 AM
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WHEREAS IO is the owner of certain real property located at 10 Bartels Place, New Rochelle, New York, Tax Map #2-444-01 ("Premises"); and

WHEREAS, IO has tenants occupying the premises and conducting business at the premises; and

WHEREAS, said Premises will be entered upon and occupied by the Department acting through its employees, agents and contractors for the purpose of conducting a remedial investigation (RI); and

WHEREAS in order for the Department to complete this work, the Department acting through its employees, agents and contractors will need to take samples of environmental media and install borings and groundwater monitoring wells both inside and outside the building located at the premises and carry out any activities for the completion of the RI together with the rights at all times during the duration of this agreement of ingress, egress and regress by the State of New York, its employees, agents, contractors and/or representatives for the purpose connected with the above work; and

WHEREAS, the RI is being conducted pursuant to NYCRR Part 375 and DER-10 "Technical Guidance for Site Investigation and Remediation"; and

WHEREAS, the RI is anticipated to start in May 2012 and will last 2 years from the date of commencement; and

WHEREAS the Department and its employees, agents and contractors recognize the rights of IO and its tenants to continue operating the businesses located in the building and the premises; and


NOW, upon the mutual covenants contained herein it is hereby agreed as follows;

1. The provisions contained in the WHEREAS clauses set forth above are incorporated by reference herein.
2. IO does hereby voluntary consent to the right of entry by the Department acting through its employees, agents and contractors to conduct a RI and to take samples of environmental media and install borings and groundwater monitoring wells both inside and outside the building located at the premises on the following terms and conditions;

- a. that IO be provided all correspondences, memorandum, studies, tests, reports conducted by the Department and its employees, agents and contractors;
 - b. that the Department and its employees, agents and contractors do not interfere and/or any manner disrupt the business of IO's tenant;
 - c. that the Department and its employees, agents and contractors shall restore the premises to its original condition after the work is completed.
 - d. that the Department and its employees, agents and contractors do not place any equipment or monitoring wells either inside or outside of the building so as to block requisite vehicle and pedestrian access, right of way, parking and delivery of goods and services to the facility to the premises and facility
 - e. that the Department and its employees, agents and contractors do not place any equipment or monitoring wells either inside or outside of the building so as to block and/or interfere in the operation of the operation of the Tenant's business in any manner that any all contractors engaged by the DEC to perform testing on the premises, shall provide IO an acceptable general liability, umbrella, professional liability and workers compensation insurance policy naming IO as additional insured
3. It is specifically understood and agreed that that the Department and its employees, agents and/or contractors will give reasonable notification to IO and/its representatives prior to entry into the inside or the outside of the premises.
 4. It is specifically understood and agreed that in the event any of the provisions set forth in paragraph 2 above are violated that IO's voluntary consent is withdrawn and the Department and its employees, agents and contractors must immediately vacate the premises.
 5. This agreement is governed by the laws of the State of New York.
 6. That this agreement may not be modified except if in writing executed by the parties.

THIS AGREEMENT shall inure to the benefit of and bind the distributes, legal representatives, successors and assigns of the parties.

In witness whereof, this agreement has been executed on the day and date first written above.


INDUSTRIAL OVERALL, INC.
BY

Dated: 6-18-12


Burt D.

Dated: 6/21/12

NYSDEC 6/7/12 8:09 AM

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BurtD 6/6/12 10:43 AM

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