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cc: Admin

State of New Jersey

Department of Environmental Protection

Jon S. Corzine
Governor

Lisa P. Jackson
Commissioner

Bureau of Northern Field Operations
7 Ridgedale Avenue
Cedar Knolls, NJ 07927
Phone #: 973-631-6401
Fax #: 973-656-4440

June 2, 2008

Colleen Mickelsen
14 Stanley Pl
Budd Lake, NJ 07828

Re: **Conditional No Further Action Letter and Covenant Not to Sue**

Remedial Action Type: Unrestricted Use: One (1) 550 Gallon #2 Heating Oil Underground Storage Tank

PI Name: 14 Stanley Place

Address: 14 Stanley Pl

Mount Olive, NJ

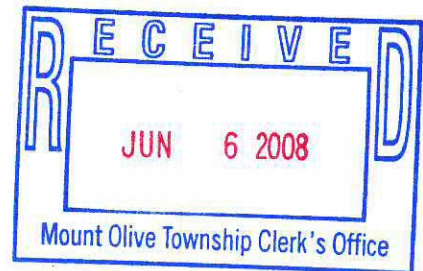
Preferred ID: 269562

Activity Number Reference: BFO060001

Communication Center #: 05-11-04-1235-00

BFO File # 14-27-207

Block 3606 Lot 16



Dear Colleen Mickelsen:

Pursuant to N.J.S.A. 58:10B-13.1 and N.J.A.C. 7:26C, the New Jersey Department of Environmental Protection (Department) issues this Conditional No Further Action Letter and Covenant Not to Sue for the remediation of the area of concern specifically referenced above, so long as 14 Stanley Place did not withhold any information from the Department. This action is based upon information in the Department's case file and 14 Stanley Place's final certified report dated June 26, 2006. In issuing this Conditional No Further Action Letter and Covenant Not to Sue, the Department has relied upon the certified representations and information provided to the Department. To remain in compliance with the terms of this Conditional No Further Action Letter and to maintain the benefits of the Covenant Not to Sue, 14 Stanley Place as well as each subsequent owner, lessee and operator must comply with the conditions noted below.

By issuance of this Conditional No Further Action Letter, the Department acknowledges the completion of a Remedial Action pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) for the One (1) 550 Gallon #2 Heating Oil Underground Storage Tank and no other areas.

CONDITIONS

Pursuant to N.J.S.A. 58:10B-12o, 14 Stanley Place and any other person who was liable for the cleanup and removal costs, and remains liable pursuant to the Spill Act, shall inform the Department in writing within 14 calendar days whenever its name or address changes. Any notices submitted pursuant to this paragraph shall reference the above case numbers and shall be sent to: Bureau of Case Assignment and Initial Notice- Case Assignment Section, P.O. Box 434, Trenton, N.J. 08625-0434.

COVENANT NOT TO SUE

The Department issues this Covenant Not to Sue (Covenant) pursuant to N.J.S.A. 58:10B-13.1. That statute requires a Covenant not to sue with each conditional no further action letter. However, in accordance with N.J.S.A. 58:10B-13.1, nothing in this Covenant shall benefit any person who is liable, pursuant to the Spill Compensation and Control Act (Spill

Act), N.J.S.A. 58:10-23.11, for cleanup and removal costs and the Department makes no representation by the issuance of this Covenant, either express or implied, as to the Spill Act liability of any person.

The Department covenants, except as provided in the preceding paragraph, that it will not bring any civil action against:

- (a) the person who undertook the remediation;
- (b) subsequent owners of the subject property;
- (c) subsequent lessees of the subject property; and
- (d) subsequent operators at the subject property;

for the purposes of requiring remediation to address contamination which existed prior to the date of the final certified report (including the report date and title), for the real property at the area of concern identified above, payment of compensation for damages to, or loss of, natural resources, for the restoration of natural resources in connection with the discharge on the property, or payment of cleanup and removal costs for such additional remediation.

Pursuant to N.J.S.A. 58:10B-13.1d, this Covenant does not relieve any person from the obligation to comply in the future with laws and regulations. The Department reserves its right to take all appropriate enforcement for any failure to do so.

The Department may revoke this Covenant at any time after providing notice upon its determination that any person with the legal obligation to comply with any condition in this Conditional No Further Action Letter has failed to do so.

This Covenant, which the Department has executed in duplicate, shall take effect immediately once the person who undertook the remediation has signed and dated the Covenant in the lines supplied below and the Department has received one copy of this document bearing original signatures of the Department and the person who undertook the remediation.

By: _____ Colleen Mickelsen _____

Signature: _____

Title: _____

Dated: _____

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____ Yacoub Yacoub _____

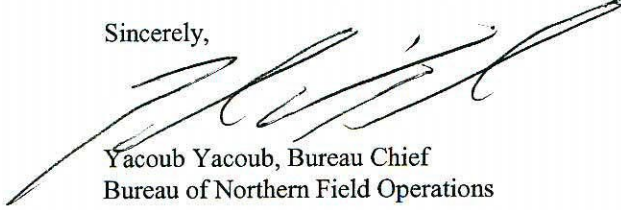
Signature: _____ 

Title: _____ Bureau Chief _____

Dated: _____ 06-02-08 _____

Thank you for your attention to these matters. If you have any questions, please contact Steven Mason at (973) 656-4425.

Sincerely,

A handwritten signature in black ink, appearing to read 'Yacoub Yacoub', written over a horizontal line.

Yacoub Yacoub, Bureau Chief
Bureau of Northern Field Operations

c: BFO File Number: 14-27-207
Mt. Olive Township Health Dept
Mayor/Clerk/Town Council, Mount Olive
Care Environmental Remediation Services