

STATE OF NEW YORK
ULSTER COUNTY ss:

I, Nina Postupack, Clerk of the County of Ulster, and also Clerk of the Supreme and County Courts, in and for said County do HEREBY CERTIFY that I have compared this copy with the original thereof filed or recorded in my office on

DESCRIPTION: EASEMENT

DATE: 08/02/2023

INSTRUMENT#: 2023-8641

And the same is a correct transcript from said original document and the whole thereof,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County and Courts on



Date: August 2nd, 2023

Nina Postupack

Nina Postupack
Ulster County Clerk



ULSTER COUNTY – STATE OF NEW YORK
NINA POSTUPACK, COUNTY CLERK
244 FAIR STREET, KINGSTON, NEW YORK 12401

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: 7253 / 255
INSTRUMENT #: 2023-8641

Receipt#: 2023054819
Clerk: JCAH
Rec Date: 08/02/2023 12:55:27 PM
Doc Grp: D
Descrip: EASEMENT
Num Pgs: 12
Rec'd Frm: KATHRYN BANACH

Party1: JDRC ELLENVILLE LLC
Party2: NEW YORK ST DEPT ENV CON BY COMM
Town: WAWARSING

Recording:

Cover Page	5.00
Recording Fee	75.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 105.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 105.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 28
Transfer Tax
Consideration: 0.00

Total: 0.00

Record and Return To:

CHARLES BACHTTELL
JDRC ELLENVILLE LLC
400 WEST ERIE SUITE 110
CHICAGO IL 60654

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a (5)
& 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK.

Nina Postupack
Nina Postupack
Ulster County Clerk

12
TN: 5689

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 26 day of July, 2023 between Owner JDRC Ellenville, LLC, having an office at 400 West Erie, Suite 110, Chicago, Illinois 60654, (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 7 Schrade Court in the Town of Warwarsing, County of Ulster and State of New York, known and designated on the tax map of the County Clerk of Ulster as tax map parcel number: Section 83.3 Block 1 Lot 2, being a portion of the property conveyed to Grantor by deed dated September 14, 2022 and recorded in the Ulster County Clerk's Office in Liber and Page 7129/82. A portion of the property is subject to this Environmental Easement (the "Controlled Property") and comprises approximately 4.0430 +/- acres, and is hereinafter more fully described as Easement Area 1 in the Land Title Survey dated December 12, 2020 prepared by J. Peter Borbas, L.L.S. of Borbas Surveying and Mapping, LLC, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, Grantor, is the owner of real property located at the address of 7 Schrade Court in the Town of Warwarsing, County of Ulster and State of New York, known and designated on the tax map of the County Clerk of Ulster as tax map parcel number: Section 83.3 Block 1 Lot 2, being a portion of the property conveyed to Grantor by deed dated September 14, 2022 and

recorded in the Ulster County Clerk's Office in Liber and Page 7129/82. A portion of the property is subject to this Environmental Easement (the "Controlled Property") and comprises approximately 2.6763 +/- acres, and is hereinafter more fully described as Easement Area 2 in the Land Title Survey dated December 12, 2020 prepared by J. Peter Borbas, L.L.S. of Borbas Surveying and Mapping, LLC, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Property is subject to a RCRA Corrective Action and Post-Closure Care Consent Order (Consent Order) with NYSDEC dated February 6, 2018. Nothing in this Environmental Easement is intended to alter or modify the Consent Order or the obligations set forth therein; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: CO3-20170802-152, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv) except that the Controlled Property may not be used for daycare facilities and other facilities at which children would regularly congregate; healthcare facilities, such as hospitals and clinics; K – 12 schools and educational facilities; nursing homes or other facilities for elderly or infirm people; and other sensitive uses; and subject to any approvals required by local zoning;

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Ulster County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway

Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 356025
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. 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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

R+R

Charles Bachtell

JDRC Ellenville, LLC

400 West Erie, Suite 110

Chicago, Illinois 60654

Remainder of Page Intentionally Left Blank

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

JDRC Ellenville, LLC:

By: _____



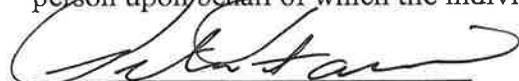
Print Name: Charles Bachtell

Title: Authorized Representative Date: 3/2/2023

Grantor's Acknowledgment

STATE OF Illinois)
) ss:
COUNTY OF Cook)

On the 2nd day of March, in the year 2023, before me, the undersigned, personally appeared Charles Bachtell, 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

THIS 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,

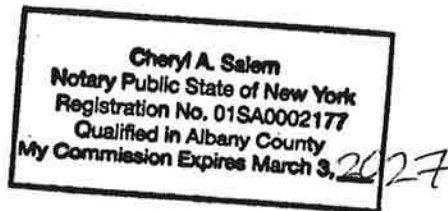
By: Andrew Guglielmi
Andrew Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 26 day of JULY, in the year 2023, before me, the undersigned, personally appeared Andrew Guglielmi, 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 the 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.

Cheryl A. Salem
Notary Public - State of New York



SCHEDULE "A" PROPERTY DESCRIPTION

**DESCRIPTION OF NEW YORK STATE DEPARTMENT OF CONSERVATION
ENVIRONMENTAL EASEMENT NUMBER 1
LOCATED ON TAX PARCEL 83.3-1-2
IN THE TOWN OF WAWARSING, ULSTER COUNTY, NEW YORK**

BEGINNING at a point in the dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-7, said point having a NAD83 New York East State Plane Coordinate North: 1,052,988.7 East 523,292.6 (US Survey feet measured July 2020), said point being the following nine (9) courses from the beginning point of lands conveyed to Ellenville Development Partners LLC by Ronald Deboer by deed recorded July 17, 2006 in Book D Volume 4287 at Page 268 (said point being in the southeasterly sideline of State Highway Route 209 being the northerly corner of Tax Parcel No. 83.3-1-2, having a NAD83 New York East Plane Coordinate of North 1,055,727.8 East 523,999.3);

- A. Along said dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-30.2, South 53 degrees 52 minutes 42 seconds East (passing over a concrete monument at 10.25 feet) 1434.27 feet to a point; thence the following six (6) courses along the dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-3.12.
- B. South 32 degrees 36 minutes 54 seconds West 699.78 feet to a point marked with an iron bar found; thence
- C. South 57 degrees 23 minutes 13 seconds East 147.60 feet to a point marked with an "Eggers" iron found; thence
- D. South 32 degrees 23 minutes 27 seconds West 550.54 feet to a point; thence
- E. South 33 degrees 59 minutes 33 seconds West 551.95 feet to a cross cut on rock; thence
- F. South 52 degrees 46 minutes 59 seconds East 220.00 feet to a point marked with an "Eggers" iron found; thence
- G. South 37 degrees 14 minutes 12 seconds West 269.97 feet to a point marked with an iron bar found; thence
- H. Along the dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-6.1, South 37 degrees 14 minutes 12 seconds West 29.67 feet to a point; thence
- I. Along the dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-6.1 and continuing along the dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-7, North 52 degrees 46 minutes 41 seconds West 840.30 feet to a cross cut found in concrete; thence
- J. Still along the dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-7, South 37 degrees 15 minutes 03 seconds West 551.25 feet to the true point and place of BEGINNING; and runs thence the following five (5) courses along said dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-7
 - 1. South 37 degrees 15 minutes 03 seconds West 74.63 feet to a point; thence
 - 2. South 52 degrees 44 minutes 59 seconds East 1.50 feet to a point; thence
 - 3. South 37 degrees 17 minutes 26 seconds West 335.54 feet to a point; thence
 - 4. South 52 degrees 42 minutes 29 seconds East 40.00 feet to a point; thence

5. South 37 degrees 17 minutes 30 seconds West 149.97 feet to a point; thence the following four (4) courses across Tax Parcel 83.3-1-2
6. North 51 degrees 35 minutes 57 seconds West 209.32 feet to a point; thence
7. North 00 degrees 34 minutes 11 seconds East 283.00 feet to a point; thence
8. North 36 degrees 26 minutes 30 seconds East 330.00 feet to a point; thence
9. South 52 degrees 35 minutes 26 seconds East 341.83 feet to the point and place of **BEGINNING.**

Containing 176,114 square feet or 4.0430 acres of land.

The above described New York State Department of Environmental Conservation Environmental Easement Number 1 is prepared in accordance with a plan entitled, "MAP OF SURVEY NYSDEC ENVIRONMENTAL EASEMENTS TAX PARCEL 83.31-2, TOWN OF WAWARSING TAX PARCEL 83.3-6-19.1, VILLAGE OF ELLENVILLE ULSTER COUNTY, NEW YORK", drawing number 161002C_2020-07-31_BNDY EASEs prepared by Borbas Surveying and Mapping, LLC, dated July 31, 2020.

**DESCRIPTION OF NEW YORK STATE DEPARTMENT OF CONSERVATION
ENVIRONMENTAL EASEMENT NUMBER 2
LOCATED ON TAX PARCEL 83.3-1-2
IN THE TOWN OF WAWARSING, ULSTER COUNTY, NEW YORK**

BEGINNING at a point in the dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-7, said point having a NAD83 New York East State Plane Coordinate North: 1,053,157.7 East 524,476.7 (US Survey feet measured July 2020), said point being the following seven (7) courses from the beginning point of lands conveyed to Ellenville Development Partners LLC by Ronald Deboer by deed recorded July 17, 2006 in Book D Volume 4287 at Page 268, (said point being in the southeasterly sideline of State Highway Route 209 being the northerly corner of Tax Parcel No. 83.3-1-2, having a NAD83 New York East Plane Coordinate of North 1,055,727.8 East 523,999.3);

- A. Along said dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-30.2, South 53 degrees 52 minutes 42 seconds East (passing over a concrete monument at 10.25 feet) 1434.27 feet to a point; thence the following six (6) courses along the dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-3.12.
- B. South 32 degrees 36 minutes 54 seconds West 699.78 feet to a point marked with an iron bar found; thence
- C. South 57 degrees 23 minutes 13 seconds East 147.60 feet to a point marked with an "Eggers" iron found; thence
- D. South 32 degrees 23 minutes 27 seconds West 550.54 feet to a point; thence
- E. South 33 degrees 59 minutes 33 seconds West 551.95 feet to a cross cut on rock; thence
- F. South 52 degrees 46 minutes 59 seconds East 220.00 feet to a point marked with an "Eggers" iron found; thence
- G. South 37 degrees 14 minutes 12 seconds West 3.98 feet to the true point and place of BEGINNING; and runs thence
 - 1. Along the dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-3.12 and continuing along the dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-6.1, South 37 degrees 14 minutes 12 seconds West 295.66 feet to a point; thence
 - 2. Along the dividing line between Tax Parcel 83.3-1-2 and Tax Parcel 83.3-1-6.1, North 52 degrees 46 minutes 41 seconds West 439.79 feet to a point; thence the following two (2) courses across Tax Parcel 83.3-1-2
 - 3. North 34 degrees 20 minutes 40 seconds East 227.09 feet to a point; thence
 - 4. South 61 degrees 27 minutes 14 seconds East 456.49 feet to the point and place of BEGINNING.

Containing 116,580 square feet or 2.6763 acres of land.

The above described New York State Department of Environmental Conservation Environmental Easement Number 2 is prepared in accordance with a plan entitled, "MAP OF SURVEY SHOWING NYSDEC ENVIRONMENTAL EASEMENTS TAX PARCEL 83.31-2, TOWN OF WAWARSING TAX PARCEL 83.3-6-19.1, VILLAGE OF ELLENVILLE ULSTER COUNTY, NEW YORK", drawing number 161002C_2020-07-31_BNDY EASEs prepared by Borbas Surveying and Mapping, LLC, dated July 31, 2020.