

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
STATE SUPERFUND PROGRAM  
ECL §27-1301 *et seq.*

-----  
In the Matter of a Remedial Program for

**ORDER ON CONSENT AND  
ADMINISTRATIVE SETTLEMENT  
Index No. CO 3-20250501-40**

**DEC Site Name:** Armonk Private Wells Site  
**DEC Site No.:** 360005  
**Site Address:** 400-402 Main Street, 44 Bedford Road and 17 Maple Avenue, Armonk,  
Westchester County, NY 10504

Hereinafter referred to as "Site"

by: Columbia II Armonk Square, LLC,

Hereinafter referred to as "Respondent"  
-----

1. The New York State Department of Environmental Conservation (the "NYSDEC" or "Department") is responsible for the enforcement of the Environmental Conservation Law ("ECL") and the New York State Finance Law ("SFL"), and such laws provide the Department with authority to enter into this Order on Consent and Administrative Settlement (the "Settlement Agreement" or "Order").

2. A. The NYSDEC is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the ECL and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.

B. The NYSDEC is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL.

C. This Order is issued pursuant to the NYSDEC's authority under, *inter alia*, ECL Article 27, Title 13 and ECL 3-0301, and resolves Respondent's liability to the State as provided at 6 NYCRR 375-1.5(b)(5).

3. In 1990, the NYSDEC listed the Armonk Private Wells Site (Site No. 360005) consisting of 34 acres on the Registry of Inactive Hazardous Waste Disposal Sites in New York State (the "Registry") as a Class 2 (significant threat to public or the environment) New York Superfund Site.

4. The NYSDEC identified chlorinated volatile organic compounds ("cVOCs") originating from three historic drycleaners, including tetrachloroethene ("PCE"), trichloroethene ("TCE"), and 1,2-dichloroethene ("DCE"), as the primary contaminants of concern at the Site.

5. The NYSDEC selected a remedy for the Armonk Private Wells Site, which was presented in a Record of Decision ("ROD") dated March 1990. The remedy included, among other things, soil excavation, installation and operation of a soil vapor extraction system, the installation and operation of a groundwater extraction and treatment system ("GWETS") at the Site. The GWETS which has been operating since 1998, continues to operate.

6. Upon implementation of the required remedial actions under the ROD, the NYSDEC reclassified the Armonk Private Wells Site from a Class 2 to a Class 4 (site properly closed – requires continued management) in 2001. The Armonk Private Wells Site was reduced from the original 34 acres to approximately 3.2 acres. The Site subject to this Order is a portion of the Armonk Private Wells Site.

7. The NYSDEC will continue to perform operation, maintenance, and monitoring of the remedial elements and engineering controls both at the Site and offsite, including but not limited to the GWETS treatment system, onsite vapor mitigation systems, and offsite potable water supply treatment systems. NYSDEC issued Consent Orders to prior parties in 2003 and 2008, which do not apply to the Respondent.

8. Pursuant to the legal authorities cited herein, the NYSDEC has incurred costs and will need to incur additional costs. These expenditures are authorized by and in conformance with relevant and applicable State and federal law. Respondent shall in no manner be responsible for costs incurred by NYSDEC as well as additional costs if Respondent continues to comply with this Order.

9. A. Respondent represents it is a prospective purchaser under a contract to acquire title to the Site. Respondent further represents that it is not affiliated in any way with ASQ LLC, the current owner of the Site, or any previous owners or operators of the Site.

B. Respondent represents that it is a Bona Fide Prospective Purchaser ("BFPP") as that term is defined in Section 101(40) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601(40) and that it has and will continue to comply with the requirements of CERCLA §§ 101(40) and 107(r)(1) during its ownership of the Site. Therefore, Respondent qualifies for the protection from liability under CERCLA set forth in CERCLA § 107(r)(1), 42 U.S.C. § 9607(r)(1), with respect to the contamination existing at the Site on the effective date of this Order.

C. Respondent anticipates that following the date that this Order is executed by the NYSDEC, ASQ LLC will convey title of the Site to Respondent.

10. Respondent consents to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from the Site; and/or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment.

11. Respondent and the Department agree that the primary goals of this Order are (i) for Respondent to satisfy the terms and conditions set forth herein to obtain BFPF liability protection under CERCLA, (ii) provide the Department access to the Site in accordance with applicable law, and (iii) for the Department to release the Respondent and furnish a covenant not to sue with respect to response costs incurred by the State related to the Site upon the execution of this Order and Respondent's satisfaction of the terms and conditions set forth herein.

12. The Parties recognize that implementation of this Order will avoid prolonged and costly litigation between the Parties. The Parties also recognize that this Order is mutually acceptable, fair, reasonable and in the public interest.

13. Solely regarding the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order and agrees not to contest the validity of this Order or its terms or the validity of data submitted to the Department by Respondent pursuant to this Order.

**NOW**, having considered this matter and being duly advised, **IT IS ORDERED THAT:**

I. Real Property

The Site subject to this Order, which is a portion of the Armonk Private Wells Site that has been assigned number 360005, consists of approximately 3.41 acres, and is described as follows:

Subject Property Description (A Property Description of the Site is attached as Exhibit "A")

400-402 Main Street, 44 Bedford Road and 17 Maple Avenue Armonk, Westchester County,  
New York 10504

Tax Map/Parcel No.: Section 108.01, Block 6, Lot 41

II. Site Access/Notice to Successors in Interest

A. Respondent agrees to provide to the NYSDEC, any duly designated officer or employee of the NYSDEC or any State agency having jurisdiction with respect to the remedial program at the Site, and any agent, consultant, contractor, or other person so authorized by the Commissioner, an irrevocable right of access at all reasonable times to the Site with seventy-two (72) hour written notification and subject to authorization of tenants and to any other

property Respondent controls to which access is required for the implementation of response actions at and near the Site under applicable federal and state law, including but not limited to all activities authorized under ECL §§ 27-1309(3) – (4) and ECL § 27-1313(8). The NYSDEC and others acting for or with the Department shall use reasonable efforts not to interfere with the use and enjoyment of the Site, including working reasonably with Respondent on placement of any features, including but not limited to monitoring wells. Notwithstanding any provision of this Settlement Agreement, the Department retains all of its authorities and rights, including enforcement authorities thereto, under CERCLA, Article 27, Title 13 of the ECL or pursuant to any other provision of state or federal statutory or common law.

B. Within sixty (60) days after the effective date of this Settlement Agreement, Respondent shall cause to be filed with the Westchester County Clerk a Department-approved Notice of Settlement Agreement, which Notice shall be substantially similar to the Notice of Bona Fide Prospective Purchaser Agreement attached as Exhibit B, to provide all parties who may acquire any interest in the Site with notice of this Settlement Agreement. Within thirty (30) days of such filing (or a longer period of time as may be required to obtain a certified copy provided Respondent advises the NYSDEC of the status of its efforts to obtain such certified copy within thirty (30) days), Respondent shall provide the NYSDEC with a copy of such instrument certified by the Westchester County Clerk to be a true and faithful copy.

C. If Respondent proposes to convey the whole or any part of Respondent's ownership interest in the Site or becomes aware of such conveyance, Respondent shall, not fewer than forty-five (45) days before the date of conveyance or within forty-five (45) days after becoming aware of such conveyance, notify the NYSDEC in writing of the identity of the transferee and of the nature and proposed date of the conveyance, and shall notify the transferee in writing, with a copy to the NYSDEC, of the applicability of this Settlement Agreement. However, such obligation shall not extend to the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security order, lease or any other right accruing to a party not affiliated with Respondent to secure repayment of money or the performance of a duty or obligation.

D. Respondent shall require that assignees, successors in interest, lessees and sublessees of the Site shall provide the same access and cooperation with the Department. Respondent shall not be responsible for any such parties' failure to comply. The Respondent shall provide notice of such access and cooperation required by this Settlement Agreement to any current lessee or sublessee on the Site as of the effective date of this Settlement Agreement and shall ensure that any subsequent leases, assignments or transfers of the Site or an interest in the Site are consistent with this Paragraph and Paragraph IX (Parties Bound/Transfer of Covenant Not to Sue) of this Settlement Agreement.

E. Respondent shall comply with any land use restrictions and institutional controls on the Site in connection with the remedial program for the Site<sup>1</sup>. If Respondent or

<sup>1</sup> ASQ LLC's predecessors in interest recorded a Declaration with the Westchester County Clerk as Control Number 513143155 on November 17, 2011 (the "2011 Declaration"). The 2011 Declaration, which is limited to Parcel II at the western portion of the Site (previously identified on the Tax Assessment Map of the Town of North

its successors and assigns propose to change the use of the Site, as defined in ECL 27-1317 and 6 NYCRR Part 375-2.2(a), Respondent must comply with the notice requirements of 6 NYCRR Part 375-1.11(d).

F. Upon sale or other conveyance of the Site or any part thereof, Respondent shall require that any grantee, transferee or other holder of an interest in the Site or any part thereof shall provide access and cooperation to the NYSDEC, its authorized officers, employees, representatives, and all other persons implementing the remedial program for the Site under the NYSDEC's oversight. Respondent shall require that each grantee, transferee or other holder of an interest in the Site or any part thereof shall comply with any land use restrictions and institutional controls on the Site in connection with the remedial program for the Site.

### III. Due Care/Cooperation

A. Respondent shall exercise due care and shall comply with all applicable local, state and federal laws and regulations with respect to the existing contamination at the Site. Respondent agrees to cooperate fully with the NYSDEC in its implementation of any additional response actions at the Site and further agrees not to interfere with such response actions. The NYSDEC agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with Respondent's operations by entry and implementation of response actions. In the event Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous waste, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or the environment, Respondent shall immediately take appropriate action to prevent, abate or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements, or any other law, immediately notify the NYSDEC of such release or threatened release.

B. Respondent shall take and maintain all steps necessary to continue its status as a "Bona Fide Prospective Purchaser" as that term is defined in § 101(40) of CERCLA, 42 U.S.C. § 9601(40), for the Site by continuing to comply with all of the requirements for a Bona Fide Prospective Purchaser as set forth in applicable federal and state law, including but not limited to § 101(40) of CERCLA, including without limitation the exercise of "appropriate care" by taking "reasonable steps" as set forth in § 101(40)(D) of CERCLA, 42 U.S.C. § 9601(40)(D), and the implementation and compliance with any land use restrictions and institutional controls as set forth in § 101(40)(F) of CERCLA, 42 U.S.C. § 9601(40)(F) and ECL § 27-1318 for so long as Respondent retains any ownership interest in the Site.

C. Respondent's due care and cooperation obligations pursuant to this Paragraph V do not include operation, monitoring, and maintenance activities on remedial elements and

Castle as Section 2, Block 14, Lot 8), provides, among other things, that ASQ LLC's predecessors would install a sub-slab depressurization system ("SSDS") and implement a sub-slab and indoor air sampling plan. The NYSDEC acknowledges that the three (3) new buildings constructed during the 2012 redevelopment of the Site were equipped with liquid boot vapor barriers and passive vapor collection systems to mitigate potential exposure to indoor air impacts from vapor intrusion. The NYSDEC will continue to perform monitoring of soil vapor and indoor air at the Site.

engineering controls at the Site and offsite, including but not limited to the GWETS treatment system, onsite vapor mitigation systems, and any offsite potable water treatment systems.

#### IV. Certification

By entering into this Settlement Agreement, Respondent certifies that to the best of its knowledge and belief and other than information that Respondent has obtained from or is based upon public records associated with the Site, it has fully and accurately disclosed to the NYSDEC all information known to Respondent and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any existing contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site. Respondent also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous waste or pollutants or contaminants at the Site. If the NYSDEC determines that the information provided by Respondent is not materially accurate and complete, this Settlement Agreement, within the sole discretion of the State of New York, shall be null and void, and the NYSDEC reserves all of its rights.

#### V. Release and Covenant Not to Sue

Subject to the Reservation of Rights in Paragraph VI of this Settlement Agreement, based upon the Respondent's continued cooperation with the Department, and the Respondent's ongoing compliance with any applicable land use restrictions and institutional controls on the Site in connection with the remedial program for the Site, the NYSDEC hereby releases and covenants not to sue, and shall forbear from bringing any action, proceeding or suit pursuant to New York's Environmental Conservation Law or State Finance Law involving or relating to the release or threatened release of contamination existing on, at, or emanating from the Site as of the effective date of this Settlement Agreement (the "Existing Contamination"), and from referring to the New York Attorney General any claim for recovery of costs incurred by the NYSDEC against Respondent and Respondent's members, managers, officers, directors, shareholders, lessees and sublessees, grantees, successors and assigns, successors-in-title and its respective secured creditors for the further investigation and remediation of the Site, and for natural resource damages, based upon the Existing Contamination. The Existing Contamination covered by this Release and Covenant Not to Sue expressly includes the chemicals known as Per- and Poly-Fluoroalkyl Substances (PFAS), 1,4-dioxane, or other emerging contaminants. The NYSDEC, however, hereby reserves its rights concerning, and such Release and Covenant Not to Sue shall not extend to, any further investigation or remedial action the NYSDEC deems necessary:

- Due to the disposal, release, or threat of release of hazardous wastes, hazardous substances, pollutants, or contaminants at or in connection with the Site after the Effective Date, not within the definition of Existing Contamination;
- Due to Respondent's failure to comply with this Settlement Agreement; or

- Due to fraud committed by Respondent in entering into or implementing this Settlement Agreement.

Additionally, the NYSDEC hereby reserves its rights concerning, and such Release and Covenant Not to Sue shall not extend to Respondent or any of Respondent's lessees, sublessees, successors or assigns or successors-in-title who cause or allow a release or threat of release at the Site of any hazardous waste or petroleum, other than the Existing Contamination; nor to any of Respondent's lessees, sublessees, successors or assigns who are otherwise responsible under state or federal law for the remediation of the Existing Contamination independent of any obligation that party may have respecting the same resulting solely from the Settlement Agreement's execution. Notwithstanding the above, with respect to any claim or cause of action asserted by the NYSDEC, the party seeking the benefit of this Release and Covenant Not to Sue shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to the Existing Contamination.

Notwithstanding any other provision in this Release and Covenant Not to Sue:

- If with respect to this Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Settlement Agreement shall be construed or deemed to preclude the State of New York from recovering such claim;
- Except as provided in this Settlement Agreement, nothing contained in this Settlement Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the NYSDEC's rights with respect to any party, including Respondent;
- Nothing contained in this Settlement Agreement shall prejudice any rights of the NYSDEC to take investigatory or remedial action it deems necessary if Respondent fails to comply with the Settlement Agreement or if contamination other than Existing Contamination is encountered at the Site; and
- Nothing contained in this Settlement Agreement shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

Nothing herein shall be construed as barring, diminishing, adjudicating or in any way affecting any legal rights or claims, actions, suits, causes of action or demands whatsoever that (i) Respondent may have against any party other than the NYSDEC, and (ii) the NYSDEC may have against any party other than Respondent, its directors, officers, employees, agents and servants, and those successors and assigns of Respondent that were not responsible under applicable law for the development and implementation of a remedial program at the Site prior to the effective date of this Settlement Agreement, and their respective secured creditors.

## VI. Reservation of Rights

A. The Release and Covenant Not to Sue set forth in Paragraph V does not pertain to any matters other than those expressly specified in Paragraph V. The NYSDEC reserves and this Settlement Agreement is without prejudice to all rights against Respondent with respect to all other matters, including but not limited to claims based on a failure by Respondent to meet requirements of this Settlement Agreement, including but not limited to Paragraph II (Site Access/Notice to Successors in Interest), and Paragraph III (Due Care/Cooperation).

B. Except as provided in the Release and Covenant Not to Sue in Paragraph V after its issuance and except as otherwise provided in this Settlement Agreement, nothing contained in this Settlement Agreement shall be construed as barring, diminishing, adjudicating or in any way affecting any of the NYSDEC's rights or authorities, including but not limited to the right to take any investigatory or remedial action deemed necessary, and the right to exercise summary abatement powers with respect to any person, including Respondent.

C. Except as otherwise provided in this Settlement Agreement, Respondent expressly reserves all rights and defenses under applicable law to contest, defend against, dispute or disprove any actions, proceedings, allegations, assertions or determinations of the NYSDEC, including any assertion of remedial liability by the NYSDEC against Respondent, and further reserves all rights including the rights to notice, to be heard, to appeal and to any other due process respecting any action or proceeding by the NYSDEC, including the enforcement of this Settlement Agreement. The existence of this Settlement Agreement or Respondent's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing or violation of law by Respondent, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

D. Except as provided in this Settlement Agreement, Respondent reserves such rights as it may have to seek and obtain contribution, indemnification and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers, for past or future response and/or cleanup costs or other such costs or damages arising from contamination at the Site as provided under applicable law.

## VII. Indemnification

Respondent shall indemnify and hold the NYSDEC, the State of New York and their employees and representatives harmless for all third-party claims, suits, actions, damages and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Settlement Agreement by Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors and assigns except for liability arising from (i) vehicular accidents occurring during travel to or from the Site; or (ii) willful, wanton or malicious acts or omissions, and acts or omissions constituting gross negligence or criminal behavior by the NYSDEC, the State of New York and/or their employees and representatives during the course of any activities conducted pursuant to this Settlement Agreement. The NYSDEC shall provide Respondent with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.



## VIII. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Respondent shall be sent to:

Jasmine Stefansky  
New York State Dept. of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, NY 12233  
518-402-9672  
[Jasmine.Stefansky@dec.ny.gov](mailto:Jasmine.Stefansky@dec.ny.gov)

Michael C. Murphy  
New York State Dept. of Environmental Conservation  
Office of General Counsel  
625 Broadway, 14<sup>th</sup> Floor  
Albany, NY 12233-1500  
518-402-8564  
[michael.murphy1@dec.ny.gov](mailto:michael.murphy1@dec.ny.gov)

2. Communication from the NYSDEC to Respondent shall be sent to:

COLUMBIA II ARMONK SQUARE, LLC  
c/o Regency Centers  
One Independent Drive  
Suite 114  
Jacksonville, FL 32202  
Attention: Eric Silvers  
Email: [ericssilvers@regencycenters.com](mailto:ericssilvers@regencycenters.com)

With copy to:

Heather T. Friedman, Esq.  
Morris, Manning & Martin, LLP  
3343 Peachtree Road, NE  
1600 Atlanta Financial Center  
Atlanta, GA 30326  
Email: [hfriedman@mmmlaw.com](mailto:hfriedman@mmmlaw.com)

The Department and Respondent reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department

reserves the right to request that the Respondent provide more than one paper copy of any work plan or report.

B. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this Paragraph VIII.

IX. Parties Bound/Transfer of Covenant Not to Sue

A. This Settlement Agreement shall apply to and be binding upon the NYSDEC and shall apply to and be binding on the Respondent, its officers, directors, employees and agents. Each signatory of a Party to this Settlement Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to legally bind such Party.

B. In the event of an assignment or transfer of the Site or an assignment or transfer of an interest in the Site, the assignor or transferor shall continue to be bound by all of the terms and conditions, and subject to all the benefits, of this Settlement Agreement except as the NYSDEC and the assignor or transferor agree otherwise and modify this Settlement Agreement, in writing, accordingly. Moreover, prior to or simultaneously with any assignment or transfer of the Site, the assignee or transferee must consent in writing to be bound by the terms of this Settlement Agreement, including but not limited to the certification requirement in Paragraph IV of this Settlement Agreement in order for the Release and Covenant Not to Sue in Paragraph V to be available to that party. The Release and Covenant Not to Sue in Paragraph V shall not be effective with respect to any assignees or transferees who fail to provide such written consent to the NYSDEC.

X. Disclaimer

This Order in no way constitutes a finding by the NYSDEC as to the risks to human health and the environment which may be posed by the Existing Contamination at the Site nor constitutes any representation by the NYSDEC that the Site is fit for any particular purpose.

XI. Termination

A. Should the Release and Covenant Not to Sue set forth in Paragraph V herein become null and void, *ab initio*, in the event of fraud relating to the execution or implementation of this Settlement Agreement, or following 20 days' written notice and opportunity to cure, in the event of Respondent's failure to materially comply with any provision of this Settlement Agreement, then neither this Settlement Agreement nor its termination shall affect any liability of Respondent for remediation of the Site and/or for payment of State Costs, including implementation of removal and remedial actions, interest, enforcement, and any and all other response costs as defined under CERCLA. In no event shall Respondent be liable for payment of costs already recovered from any other party.

B. If any Party to this Settlement Agreement believes that any or all of the obligations under Paragraph II (Site Access/Notice to Successors in Interest) are no longer

necessary to ensure compliance with the requirements of this Settlement Agreement, that Party may request in writing that the other Party agree to terminate the provisions establishing such obligations; provided that the provisions in question shall continue in full force unless and until the Party requesting such termination receives written confirmation from the other Party to terminate such provisions.

## XII. Miscellaneous

A. Respondent and Respondent's officers, directors, agents, servants, employees, successors and assigns shall be bound by this Settlement Agreement. Any change in ownership or corporate status of Respondent, including but not limited to any transfer of assets or real or personal property, shall in no way alter Respondent's responsibilities under this Settlement Agreement. Respondent's officers, directors, employees, servants and agents shall be obliged to comply with the relevant provisions of this Settlement Agreement in the performance of their designated duties on behalf of Respondent.

B. All references to "days" in this Settlement Agreement are to calendar days unless otherwise specified.

C. The paragraph headings set forth in this Settlement Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Settlement Agreement.

D. 1. No term, condition, understanding or agreement purporting to modify or vary any term of this Settlement Agreement shall be binding unless made in writing and subscribed by the Party to be bound. No informal advice, guidance, suggestion or comment by the NYSDEC regarding any report, proposal, plan, specification, schedule or any other submittal shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Settlement Agreement

2. If Respondent seeks to change any provision of this Settlement Agreement, Respondent shall make timely written application, signed by Respondent, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to the Department's contacts provided in Paragraph VIII.

E. To the extent authorized under 42 U.S.C. Section 9613, New York General Obligations Law § 15-106, 6 NYCRR § 375-1.5(b)(5)(i) and other applicable law, Respondent shall be deemed to have resolved its liability to the State for purposes of contribution protection provided by CERCLA Section 113(f)(2), 42 U.S.C. Section 9613(f)(2), for "matters addressed" pursuant to and in accordance with this Settlement Agreement. "Matters addressed" in this Order shall mean all response actions, as this term is defined at 42 U.S.C. § 9601(25), taken by Respondent to implement this Settlement Agreement for the Site and all response costs incurred and to be incurred by any person or party in connection with the work performed under this Settlement Agreement, which costs have been paid by Respondent. To the extent authorized under 42 U.S.C. § 9613(f)(3)(B), by entering into this administrative settlement of liability, if any, for some or all of the

response action and/or for some or all of the costs of such action, Respondent is entitled to seek contribution from any person except those who are entitled to contribution protection under 42 U.S.C. § 9613f(f)(2).

C. Respondent agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Settlement Agreement, it will notify the NYSDEC in writing no later than sixty (60) days prior to the initiation of such suit or claim.

D. Respondent also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Settlement Agreement, it will notify the NYSDEC in writing within ten (10) days of service of the complaint on them.

E. All activities undertaken by Respondent pursuant to this Settlement Agreement shall be performed in accordance with the requirements of all applicable Federal and State laws, regulations and guidance documents.

F. Unless otherwise expressly provided herein, terms used in this Settlement Agreement which are defined in ECL Article 27, Title 13 or in regulations promulgated under such statute have the meaning assigned to them under said statute or regulations. Whenever terms defined in this Settlement Agreement are used in this Settlement Agreement, the definitions in this Settlement Agreement shall apply. In the event of a conflict, the definition set forth in this Settlement Agreement shall control. Respondent's obligations under this Settlement Agreement represent payment for or reimbursement of response costs and shall not be deemed to constitute any type of fine or penalty.

G. This order may be executed for the convenience of the Parties hereto, individually or in combination, in one or more counterparts, each of which for all purposes shall be deemed to have the status of an executed original, and all of which shall together constitute one and the same.

H. The effective date of this Settlement Agreement is the date of the closing for the completion of the sale/purchase of the Site between Respondent and ASQ LLC. This Settlement Agreement shall be null and void if closing of the sale/purchase of the Site between Respondent and ASQ LLC does not occur.

DATED: May 9, 2025

AMANDA LEFTON  
ACTING COMMISSIONER  
NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

Andrew O. Guglielmi, Director  
Division of Environmental Remediation

**CONSENT BY RESPONDENT**  
**[INDEX No. CO 3-20250501-40]**

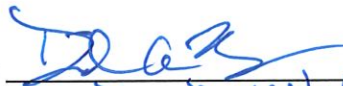
Respondent, **Columbia II Armonk Square, LLC**, hereby consents to the issuance of the foregoing order without further notice, waives its right to a hearing herein, and agrees to be bound by the terms, provisions, and conditions contained herein.

**COLUMBIA II ARMONK SQUARE, LLC,**  
a Delaware limited liability company

By: Columbia Regency Partners II, LLC,  
a Delaware limited liability company  
Its: Sole Member and Manager

By: Regency Centers, L.P.,  
a Delaware limited partnership  
Its: Manager

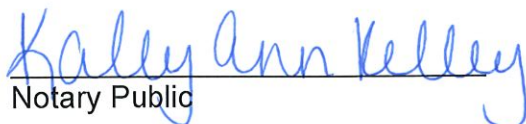
By: Regency Centers Corporation,  
a Florida corporation  
Its: General Partner

By:   
Name: David McNulty  
Title: VP  
Email: dave.mcnulty@regencycenters.com

**Acknowledgment**

STATE OF Florida )  
 ) ss:  
COUNTY OF Duval )

On the 5<sup>th</sup> day of May, in the year 2025, before me, the undersigned, personally appeared David McNulty, 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



**KALEY ANN KELLEY**  
Notary Public  
State of Florida  
Comm# HH514047  
Expires 11/4/2025

## **EXHIBIT A**

### **PROPERTY DESCRIPTION**



**SCHEDULE "A"**

**(PARCEL I) MAPLE AVENUE SQUARES**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF NORTH CASTLE, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, SHOWN AND DESIGNATED AS LOTS 27, 28 AND 29 ON A CERTAIN MAP ENTITLED "MAP OF PROPERTY BELONGING TO ST. STEPHEN'S CHURCH MILE SQUARE" FILED FEBRUARY 13, 1877, IN THE OFFICE OF THE REGISTER OF WESTCHESTER COUNTY (NOW COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS) AS MAP NO. 284.

**(PARCEL II) MAIN STREETS SQUARES**

ALL THAT PARCEL OF LAND IN THE TOWN OF NORTH CASTLE, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, CONSISTING OF THE LOTS DESIGNATED BY THE LOT NUMBERS 10, 11 AND 12 ON A MAP OF PROPERTY OF ST. STEPHEN'S CHURCH IN THE TOWN OF NORTH CASTLE, FILED IN THE OFFICE OF THE COUNTY CLERK, DIVISION OF LAND RECORDS, FORMERLY REGISTER'S OFFICE OF WESTCHESTER COUNTY, NEW YORK ON FEBRUARY 13, 1877 AS MAP NUMBER 284 AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY SIDE OF NEW YORK STATE HIGHWAY ROUTE 128 ALSO KNOWN AS MAIN STREET, WHERE THE SAME IS INTERSECTED BY THE SOUTHWESTERLY LINE OF LAND NOW OR FORMERLY OF HARRY P. LANE, AND DISTANT AS MEASURED ALONG SAID SOUTHEASTERLY SIDE OF NEW YORK STATE HIGHWAY ROUTE 128 ALSO KNOWN AS MAIN STREET, 199.48 FEET SOUTHERLY SIDE OF MAPLE AVENUE; THENCE RUNNING ALONG SAID SOUTHWESTERLY LINE OF LAND NOW OR FORMERLY OF HARRY P. LANE FORMERLY OF JAMES K. SLOAT, SOUTH 68° 05' 30" EAST 197.84 FEET TO LAND NOW OR FORMERLY OF JOHN AND PATRICIA STROMACK, FORMERLY OF ST. STEPHEN'S CHURCH; THENCE ALONG SAID LAST MENTIONED LAND, SOUTH 22° 11' 10" WEST 151.27 FEET TO LAND NOW OR FORMERLY OF THE ESTATE OF CHARLES MACDONALD; THENCE ALONG SAID LAST MENTIONED LAND AND ALONG THE LAND NOW OR FORMERLY OF FRANK GARGER AND JOSEPH GLOTZBIER, NORTH 67° 30' 10" WEST 50.00 AND NORTH 67° 39' 15" WEST 141.30 FEET TO THE SOUTHEASTERLY SIDE OF NEW YORK STATE HIGHWAY ROUTE 128; THENCE ALONG SAID SOUTHEASTERLY SIDE OF SAID HIGHWAY, NORTH 19° 41' 10" EAST 149.79 FEET TO THE POINT OF BEGINNING.

**(PARCEL III) HERITAGE SQUARES**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF NORTH CASTLE, COUNTY OF WESTCHESTER, STATE OF NEW YORK AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF BEDFORD ROAD, ALSO KNOWN AS ROUTE 22, AT A MONUMENT WHICH IS THE SOUTHWESTERLY CORNER OF PROPERTY NOW OR FORMERLY OF ST. STEPHEN'S CHURCH AND THE SOUTHEASTERLY CORNER OF PREMISES ABOUT TO BE CONVEYED HEREIN; THENCE RUNNING ALONG THE NORTHERLY SIDE OF SAID BEDFORD ROAD, NORTH 67° 30' 00" WEST A DISTANCE OF 75.93 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25 FEET A DISTANCE OF 39.46 FEET TO A POINT OF TANGENCY WHICH IS 50 FEET FROM THE EASTERLY SIDE OF THE PREMISES BEING DESCRIBED HEREIN; THENCE FROM SAID POINT, NORTH 22° 04' 00" EAST WHICH IS A COURSE PARALLEL TO THE EASTERLY SIDE OF THE PREMISES BEING DESCRIBED HEREIN, A DISTANCE OF 174.18 FEET; THENCE NORTH 68° 35' 20" WEST A DISTANCE OF 76.46 FEET TO A MONUMENT AT THE CORNER OF TWO WIRE FENCES WHICH IS THE NORTHEAST CORNER OF OTHER LANDS OF ST. STEPHEN'S CHURCH; THENCE CONTINUING FROM SAID POINT AND ALONG THE NORTHERLY SIDE OF SAID OTHER LAND NOW OR FORMERLY OF ST. STEPHEN'S CHURCH, NORTH 68° 35' 20" WEST 99.60 FEET AND ALONG LANDS NOW OR FORMERLY OF BURFEINDT AND MACDONALD, NORTH 67° 30' 10" WEST 149.81 FEET TO LAND NOW OR FORMERLY OF HUSTED; THENCE ALONG SAID LAST MENTIONED LAND, NORTH 22° 11' 10" EAST 150.49 FEET TO A MONUMENT AND LAND NOW OR FORMERLY OF CLARENCE AND DORA ABRAMS; THENCE ALONG SAID LAST MENTIONED LAND, SOUTH 67° 48' 00" EAST 150.00 FEET AND CONTINUING ALONG LAND NOW OR FORMERLY OF WILLIAM K.



*First American*

HAVILAND, SOUTH 67° 50' 25"

EAST 90.00 FEET; THENCE SOUTH 67° 48' 00" EAST ALONG THE LAND NOW OR FORMERLY OF STROMAK, 40.00 FEET; THENCE NORTH 22° 12' 00" EAST ALONG LAND NOW OR FORMERLY OF STROMAK, 50.00 FEET TO LAND NOW OR FORMERLY OF JAMES TORLISH, JR.; THENCE CONTINUING ALONG LAND OF TORLISH, SOUTH 67° 48' 00" EAST 94.79 FEET TO LAND

NOW OR FORMERLY OF ST. STEPHEN'S CHURCH AS FIRST PREVIOUSLY HEREIN DESCRIBED; THENCE ALONG SAID LAST MENTIONED LAND, SOUTH 21° 32' 00" WEST 67.55 FEET, SOUTH 22° 04' 00" WEST 309.00 FEET ALONG THE REMAINS OF A WIRE FENCE AND CONTINUING ALONG SAID FENCE, SOUTH 20° 10' 00" WEST 22.00 FEET TO THE MONUMENT AT THE POINT AND PLACE OF BEGINNING.

THE THREE AFORESAID PARCELS BEING ALSO DESCRIBED AS FOLLOWS ACCORDING TO SURVEY MADE BY CHAZEN ENGINEERING AND LAND SURVEYING CO., P.C., DATED 5/20/03 AND LAST REVISED 6/23/03:

#### PARCEL I

ALL THAT PLOT, PIECE OR PARCEL OF LAND SITUATE AND BEING IN THE, TOWN OF NORTH CASTLE, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF MAPLE AVENUE, SAID POINT BEING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AS SHOWN ON A MAP ENTITLED "PROPERTY BELONGING TO ST. STEPHEN'S CHURCH MILESQUARE" RECORDED IN THE WESTCHESTER COUNTY CLERKS OFFICE ON FEBRUARY 13, 1877 AS FILED MAP #284, AND THE NORTHEASTERLY CORNER OF THE LANDS NOW OR FORMERLY BORIS UTKO AS DESCRIBED IN LIBER 11364 OF DEEDS AT PAGE 317, SAID POINT BEING MARKED BY A CONCRETE MONUMENT; THENCE ALONG THE SOUTHERLY SIDE OF MAPLE AVENUE SOUTH 75° 00' 00" EAST 150.00 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND THE NORTHWESTERLY CORNER OF THE LANDS NOW OR FORMERLY DFR NO. 3 LLC AS DESCRIBED IN LIBER 42074 OF DEEDS AT PAGE 529; THENCE ALONG LANDS OF DFR NO. 3, LLC SOUTH 15° 00' 00" WEST 200.00 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND THE SOUTHWESTERLY CORNER OF DFR NO. 3, LLC AND A POINT ON THE NORTHERLY BOUNDS OF PARCEL III DESCRIBED HERewith, SAID POINT BEING MARKED BY A CONCRETE MONUMENT; THENCE ALONG THE NORTHERLY BOUNDS OF PARCEL III NORTH 75° 00' 00" WEST 150.00 FEET TO THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND THE SOUTHEASTERLY CORNER OF THE LANDS NOW OR FORMERLY GEORGE BEITZEL DESCRIBED IN LIBER 11901 OF DEEDS AT PAGE 323; THENCE ALONG THE LANDS OF BEITZEL, LANDS OF VIVIAN UTKO AS DESCRIBED IN LIBER 11364 OF DEEDS AT PAGE 321 AND LANDS OF BORIS UTKO DESCRIBED IN LIBER 11364 OF DEEDS AT PAGE 317, NORTH 15° 00' 00" EAST 200.00 FEET TO THE POINT OR PLACE OF BEGINNING. BEING AND INTENDED TO BE ALL THAT CERTAIN TRACT OR PARCEL OR LAND DESIGNATED AS LOTS 27, 28, AND 29 AS SHOWN ON A MAP ENTITLED "PROPERTY BELONGING TO ST. STEPHEN'S CHURCH MILESQUARE" RECORDED IN THE WESTCHESTER COUNTY CLERK'S OFFICE ON FEBRUARY 13, 1877 AS FILED MAP #284.

#### PARCEL II

ALL THAT PLOT, PIECE OF PARCEL OF LAND SITUATE AND BEING IN THE TOWN OF NORTH CASTLE, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE EASTERLY SIDE OF MAIN STREET, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AS SHOWN ON A MAP ENTITLED, "PROPERTY BELONGING TO ST. STEPHEN'S CHURCH MILESQUARE" RECORDED IN THE WESTCHESTER COUNTY CLERKS OFFICE ON FEBRUARY 13, 1877 AS FILED MAP #284, AND THE NORTHWESTERLY CORNER OF THE LANDS NOW OR FORMERLY MARY PONIROS AS DESCRIBED IN LIBER 11880 OF DEEDS AT PAGE 344; THENCE ALONG THE EASTERLY SIDE OF MAIN STREET NORTH 12° 30' 00" EAST 150.14 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND THE SOUTHWESTERLY CORNER OF THE LANDS NOW OR FORMERLY GEORGE BEITZEL AS DESCRIBED IN LIBER 11901 OF DEEDS AT PAGE 323; THENCE ALONG THE SOUTHERLY BOUNDS OF BEITZEL SOUTH 75° 00' 00" EAST 199.78 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND THE SOUTHWESTERLY CORNER OF PARCEL AND THE NORTHWESTERLY CORNER OF PARCEL III, DESCRIBED HERewith; THENCE ALONG WESTERLY BOUNDS OF PARCEL III SOUTH 15° 00' 00" WEST 150.00 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND THE SOUTHWESTERLY CORNER OF





*First American*

PARCEL III AND THE NORTHEASTERLY CORNER OF THE LANDS NOW OR FORMERLY AGNES MACDONALD; THENCE ALONG THE NORTHERLY BOUNDS OF THE LANDS OF MACDONALD AND THE LANDS OF PONIROS NORTH 75° 00' 00" WEST 193.23 FEET TO THE POINT OR PLACE OF BEGINNING. BEING AND INTENDED TO BE ALL THAT CERTAIN TRACT OR PARCEL OR LAND AS DESCRIBED IN A CONVEYANCE BETWEEN WILLIAM B. HOLMES, PETER D. KENNEDY AND ROBERT CARLSON TO MAIN STREET SQUARES, RECORDED IN LIBER 9897 OF DEEDS AT PAGE 170.

PARCEL III

ALL THAT PLOT, PIECE OR PARCEL OF LAND SITUATE AND BEING IN THE TOWN OF NORTH CASTLE, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF BEDFORD ROAD, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AS SHOWN ON A MAP ENTITLED "PROPERTY BELONGING TO ST. STEPHEN'S CHURCH MILESQUARE" RECORDED IN THE WESTCHESTER COUNTY CLERKS OFFICE ON FEBRUARY 13, 1877 AS FILED MAP #284, AND THE SOUTHWESTERLY CORNER OF THE LANDS NOW OR FORMERLY ST. STEPHEN'S CHURCH MILESQUARE; THENCE ALONG THE NORTHERLY SIDE OF BEDFORD ROAD NORTH 75° 00' 00" WEST 75.19 FEET TO A POINT AT THE SOUTHEASTERLY CORNER OF THE LANDS NOW OR FORMERLY DAVID A. FIELDS AND RICHARD KULWIN AS DESCRIBED IN LIBER 7449 OF DEEDS AT PAGE 582; THENCE ALONG THE LANDS OF FIELDS AND KULWIN NORTHEASTERLY ON A CURVE TO THE LEFT OF RADIUS OF 25.00 FEET AN ARC LENGTH OF 39.46 FEET, HAVING A CHORD BEARING OF NORTH 60° 13' 01" EAST 35.49 FEET AND NORTH 15° 00' 00" EAST 175.00 FEET TO THE NORTHEASTERLY CORNER OF THE LANDS OF FIELDS AND KULWIN; THENCE ALONG THE LANDS OF FIELDS AND KULWIN, THE LANDS NOW OR FORMERLY STEPHEN'S CHURCH, THE LANDS NOW OR FORMERLY MARIA BURFEINDT AS DESCRIBED IN LIBER 9364 OF DEEDS AT PAGE 288 AND THE LANDS NOW OR FORMERLY AGNES MACDONALD NORTH 75° 00' 00" WEST 325.00 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL II; THENCE ALONG THE EASTERLY BOUNDS OF PARCEL II NORTH 15° 00' 00" EAST 150.00 FEET TO THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND THE NORTHEASTERLY CORNER OF PARCEL II AND THE SOUTHWESTERLY CORNER OF PARCEL I; THENCE ALONG THE SOUTHERLY BOUNDS OF PARCEL I, THE LANDS NOW OR FORMERLY DFR NO. 3, LLC AS DESCRIBED IN LIBER 42074 OF DEEDS AT PAGE 529 AND THE LANDS NOW OR FORMERLY 37 MAPLE AVENUE, LLC AS DESCRIBED IN LIBER 40126 OF DEEDS AT PAGE 5 SOUTH 75° 00' 00" EAST 150.00 FEET TO A CONCRETE MONUMENT AND CONTINUING SOUTH 75° 00' 00" EAST 130.00 FEET TO A POINT; THENCE ALONG THE EASTERLY BOUNDS OF 37 MAPLE AVENUE, LLC NORTH 15° 00' 00" EAST 50.00 FEET TO A POINT; THENCE ALONG THE LANDS NOW OR FORMERLY THOMAS TORLISH AND DUANE TORLISH AS DESCRIBED IN LIBER 9718 OF DEEDS AT PAGE 19 SOUTH 75° 00' 00" EAST 95.00 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL AND A POINT ON THE WESTERLY BOUNDS OF ST. STEPHEN'S CHURCH; THENCE ALONG THE WESTERLY BOUNDS OF ST. STEPHEN'S CHURCH SOUTH 15° 00' 00" WEST 400.00 FEET TO THE POINT OR PLACE OF BEGINNING.

WHICH ABOVE PARCELS MAY BE FURTHER DESCRIBED AS FOLLOWS:

MORTGAGE DESCRIPTION

MAPLE AVENUE (PRESENT LOT 4)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN TOWN OF NORTH CASTLE, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, KNOWN AS PART OF LOTS 33, 34, 35 AND 36 ON FILED MAP ENTITLED, "MAP OF PROPERTY BELONGING TO ST. STEPHEN'S CHURCH MILESQUARE, WHICH MAP WAS FILED 2/13/1877 AS RO# 284, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF MAPLE AVENUE, DISTANT EASTERLY 350.00 FEET FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY LINE OF MAIN STREET WITH THE SOUTHERLY LINE OF MAPLE AVENUE AFORESAID; AND RUNNING THENCE EASTERLY ALONG THE SOUTHERLY LINE OF MAPLE AVENUE, SOUTH 75° 00' 00" EAST 90.00 FEET TO THE WESTERLY LINE OF PROPERTY NOW OR FORMERLY OF 37 MAPLE AVE LLC; THENCE ALONG THE DIVIDING LINE BETWEEN PROPERTY DESCRIBED HEREIN AND LANDS NOW OR FORMERLY OF 37 MAPLE AVE LLC, SOUTH 15° 00' 00" WEST 200.00 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY DESCRIBED HEREIN; THENCE ALONG THE SOUTHERLY LINE OF PREMISES DESCRIBED HEREIN, NORTH 75° 00' 00" WEST 90.00 FEET TO THE SOUTHWESTERLY CORNER OF THE PROPERTY DESCRIBED HEREIN; THENCE ALONG THE WESTERLY LINE OF RECORD OF THE PROPERTY



*First American*

DESCRIBED HEREIN, NORTH 15° 00' 00" EAST 200 FEET TO THE POINT AND PLACE OF BEGINNING.

MORTGAGE DESCRIPTION

MAIN STREET (PRESENT LOT 8)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF NORTH CASTLE, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, KNOWN AS LOTS 10 THROUGH 12 AND 27 THROUGH 32 AND PART OF LOT 2 AND PART OF NEW ROAD, AS SHOWN ON A CERTAIN MAP ENTITLED, "MAP OF PROPERTY BELONGING TO ST. STEPHENS CHURCH MILESQUARE". SAID MAP FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS, FEBRUARY 13, 1877, AS MAP NUMBER 284, WHICH PROPERTY IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTHERLY SIDE OF BEDFORD ROAD IS INTERSECTED BY THE DIVIDING LINE BETWEEN THE EASTERLY LINE OF RECORD AND LANDS NOW OR FORMERLY OF ST. STEPHEN'S CHURCH OF MILESQUARE; THENCE RUNNING ALONG SAID NORTHERLY SIDE OF BEDFORD ROAD, NORTH 75° 00' 00" WEST 75.00 FEET TO A POINT WHERE SAID NORTHERLY SIDE OF BEDFORD ROAD IS INTERSECTED BY PROPERTY DESCRIBED HEREIN AND LANDS NOW OR FORMERLY OF 40 BEDFORD LLC; THENCE RUNNING NORTHEASTERLY ALONG SAME, ALONG A CURVE HAVING A RADIUS OF 25.00 FEET, 39.27 FEET TO A POINT; THENCE CONTINUING ALONG SAID DIVIDING LINE, NORTH 15° 00' 00" EAST 175.00 FEET TO A POINT AND THE DIVIDING LINE BETWEEN A PORTION OF THE SOUTHERLY LINE OF RECORD AND LANDS NOW OR FORMERLY OF 40 BEDFORD LLC, ST. STEPHEN'S CHURCH MILESQUARE, MARIA BURFEINDT, AGNES MACDONALD AND LANDS NOW OR FORMERLY OF PONIROS, NORTH 75° 00' 00" WEST 518.23 FEET TO A POINT AND THE EASTERLY LINE OF MAIN STREET, A/K/A NEW YORK STATE HIGHWAY #128; THENCE RUNNING ALONG SAME, NORTH 12° 30' 00" EAST, 150.14 FEET TO A POINT AND THE DIVIDING LINE BETWEEN A PORTION OF THE NORTHERLY LINE OF RECORD AND LANDS NOW OR FORMERLY OF GEORGE BEITZEL; THENCE RUNNING ALONG SAID DIVIDING LINE, SOUTH 75° 00' 00" EAST, 199.78 FEET TO A POINT AND THE WESTERLY LINE OF RECORD; THENCE STILL RUNNING ALONG THE DIVIDING LINE BETWEEN PREMISES DESCRIBED HEREIN AND LANDS NOW OR FORMERLY BEITZEL, NORTH 15° 00' 00" EAST 200.00 FEET TO A POINT AND THE SOUTHERLY LINE OF MAPLE AVENUE; THENCE RUNNING ALONG THE SOUTHERLY LINE OF MAPLE AVENUE, SOUTH 75° 00' 00" EAST 150.00 FEET TO A POINT WHERE MAPLE AVENUE IS INTERSECTED BY THE WESTERLY LINE OF RECORD; THENCE RUNNING ALONG THE WESTERLY LINE OF RECORD, SOUTH 15° 00' 00" WEST, 200 FEET TO A POINT; THENCE RUNNING SOUTH 75° 00' 00" EAST 90.00 FEET AND CONTINUING ALONG SAID COURSE; AND ALONG THE DIVIDING LINE BETWEEN THE PREMISES DESCRIBED HEREIN AND LANDS NOW OR FORMERLY 37 MAPLE AVE LLC 40.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID DIVIDING LINE, NORTH 15° 00' 00" EAST, 50.00 FEET TO A POINT AND THE DIVIDING LINE BETWEEN THE PREMISES DESCRIBED HEREIN AND LANDS NOW OR FORMERLY OF THOMAS AND DUANE TARLISH; THENCE RUNNING ALONG SAID DIVIDING LINE SOUTH 75° 00' 00" EAST 95.00 FEET TO A POINT AND THE DIVIDING LINE BETWEEN THE PREMISES DESCRIBED HEREIN AND LANDS NOW OR FORMERLY OF ST. STEPHEN'S CHURCH MILESQUARE; THENCE RUNNING ALONG SAID DIVIDING LINE, SOUTH 15° 00' 00" WEST 400.00 FEET TO THE NORTHERLY SIDE OF BEDFORD ROAD AND THE POINT AND PLACE OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A RECIPROCAL EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREIN, WHICH AGREEMENT WAS MADE BY AND BETWEEN ASQ, LLC AND 37 MAPLE, L.L.C., DATED 10/01/2012 AND RECORDED 12/03/2014 IN THE WESTCHESTER COUNTY CLERK'S OFFICE IN/AS CONTROL NUMBER 521113324.

## EXHIBIT "B"

### NOTICE OF BONA FIDE PROSPECTIVE PURCHASER AGREEMENT

**Columbia II Armonk Square, LLC**, ("Respondent") is subject to a Bona Fide Prospective Purchaser Agreement (Index No. **CO 3-20250501-40** (the "Settlement Agreement") issued by the Commissioner of the New York State Department of Environmental Conservation (the "NYSDEC") under Article 27, Title 13, and Article 71, Title 27 of the Environmental Conservation Law of the State of New York ("ECL")) for a site located at 400-402 Main Street, 44 Bedford Road and 17 Maple Avenue Armonk, Westchester County, New York 10504 (the "Site").

The Department designated the Site in 1990 as an inactive hazardous waste disposal site, as that term is defined at ECL Section 27-1301(2) and listed the Site on the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site #360005. The NYSDEC reclassified the Site from a Class 2 to a Class 4 in 2001. The Site is more particularly described in the legal description attached hereto as Schedule "A."

The purpose of the Settlement Agreement is to provide Bona Fide Prospective Purchaser Status to the purchaser of the Site. The effective date of the Bona Fide Prospective Purchaser Agreement was \_\_\_\_\_.

A copy of the Bona Fide Prospective Purchaser Agreement, as well as any and all Department-approved Work Plans and Reports under this Settlement Agreement may be reviewed at the Department's Central Office located at 625 Broadway, Albany, New York.

This Notice of Bona Fide Prospective Purchaser Agreement is being filed with the Westchester County recording officer to give all parties who may acquire any interest in the Site notice of the Settlement Agreement.

[Signature Follows on Next Page]

**WHEREFORE**, the undersigned has signed this Notice of Bona Fide Prospective Agreement in compliance with the terms of the Bona Fide Prospective Purchaser Agreement.

**COLUMBIA II ARMONK SQUARE, LLC,**  
a Delaware limited liability company

By: Columbia Regency Partners II, LLC,  
a Delaware limited liability company  
Its: Sole Member and Manager

By: Regency Centers, L.P.,  
a Delaware limited partnership  
Its: Manager

By: Regency Centers Corporation,  
a Florida corporation  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Email: \_\_\_\_\_

## **Schedule A**