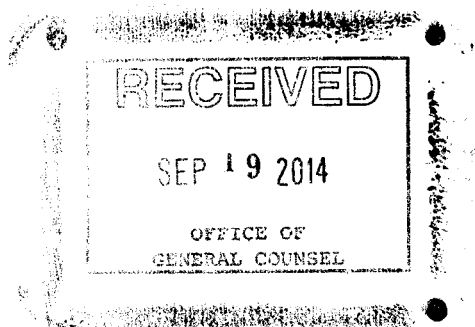




PERICONI, LLC
260 MADISON AVENUE, 17TH FL
NEW YORK, NEW YORK 10016

TEL 212-213-5500
FAX 212-448-0066
jpericoni@periconi.com
www.periconi.com



September 16, 2014

VIA FIRST CLASS MAIL

Benjamin Conlon, Esq.
Office of the General Counsel
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-5500

**Re: Farrand Controls Site # 360046; Index No. W3-1174-13-09
Environmental Easement**


Dear Mr. Conlon:

The environmental easement for the Farrand Controls Site, located at 99 Wall Street, Valhalla, New York 10595 was accepted for filing by the Office of the Westchester County Clerk. This document was recorded by the Office of the Westchester County Clerk, Land Records Division, on September 11, 2014, at Control Number 541083100.

As counsel for Ruhle Companies, Inc., I hereby certify that on September 16, 2014, I sent a copy of the enclosed Environmental Easement and Notice of Environmental Easement to the Building Department of the Town of Mount Pleasant, the municipality in which the above-referenced property is located.

Please feel free to contact me with any questions or concerns.

Sincerely,



Jessica Zalin

cc: Alali Tamuno, Esq. (via email only, with attachments)
David Crosby (via email only, with attachments)

Enclosures:

Environmental Easement
Notice of Environmental Easement

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



541083100EAS004M

Westchester County Recording & Endorsement Page

Submitter Information

Name: Periconi, LLC
 Address 1: 260 Madison Avenue
 Address 2: 15th Floor
 City/State/Zip: New York NY 10016

Phone: 212 213 5500
 Fax: 212 448 0066
 Email: jzalin@periconi.com
 Reference for Submitter: Environmental Easement

Document Details

Control Number: **541083100**
 Package ID: 2014041800054001003

Document Type: **Easement (EAS)**
 Document Page Count: **12** Total Page Count: **13**

Parties

1st PARTY Additional Parties on Continuation page
 1: RUHLE COMPANIES INC
 2nd PARTY
 2: NEW YORK STATE OF
 - Other

Property

Street Address: 99 WALL STREET
 City/Town: MOUNT PLEASANT

Tax Designation: 117.01-2-1
 Village: Additional Properties on Continuation page

Cross-References

1: 2: 3: 4: Additional Cross-Refs on Continuation page

Supporting Documents

1: TP-584

Recording Fees

Statutory Recording Fee: \$0.00
 Page Fee: \$0.00
 Cross-Reference Fee: \$0.00
 Mortgage Affidavit Filing Fee: \$0.00
 RP-5217 Filing Fee: \$0.00
 TP-584 Filing Fee: \$0.00
 Total Recording Fees Paid: **\$0.00**

Transfer Taxes

Consideration: \$0.00
 Transfer Tax: \$0.00
 Mansion Tax: \$0.00
 Transfer Tax Number: 2004

Mortgage Taxes

Document Date:
 Mortgage Amount:

Basic: \$0.00
 Westchester: \$0.00
 Additional: \$0.00
 MTA: \$0.00
 Special: \$0.00
 Yonkers: \$0.00
 Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt:
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 09/11/2014 at 11:46 AM
 Control Number: **541083100**
 Witness my hand and official seal

Timothy C. Idoni
 Westchester County Clerk

Record and Return To

Pick-up at County Clerk's office

Periconi LLC
 260 Madison Avenue
 15th Floor
 New York, NY 10016
 Attn: Jessica Zalin

THIS INSTRUMENT IS EXEMPT FROM RECORDING OR FILING FEES PURSUANT TO LAW.

Carol J. Quinn
Deputy County Attorney
Westchester County

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

THIS INDENTURE made this 2nd day of APRIL, 2014 between Owner(s) Ruhle Companies, Inc., having an office at 99 Wall Street, Valhalla, County of Westchester, State of New York (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 99 Wall Street in the Town of Mount Pleasant, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel numbers: Section 117.01 Block 2 Lot 1, being the same as that property conveyed to Grantor by deed dated July 9, 1991 and recorded in the Westchester County Clerk's Office in Liber and Page 10074 and 287. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 6.0295 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 12, 2014 prepared by Joseph R. Link, L.S. of Link Land Surveyors P.C., 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 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: W3-1174-13-09, 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) if current land use is selected, enter current use.
 - (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 Westchester 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: 360046
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.

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

Ruhle Companies, Inc.:

By: Frank S. Ruhle

Print Name: FRANK S. RUHLE

Title: PRESIDENT Date: 18 MARCH 2014



Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)


On the 18th day of MARCH, in the year 20 11, before me, the undersigned, personally appeared FRANK S. RUIHE, 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.

Victoria V. Rowe
Notary Public - State of New York

VICTORIA V ROWE
NOTARY PUBLIC, State of New York
No. 01RO4998047
Qualified in Rockland County
Commission Expires June 22, 2014



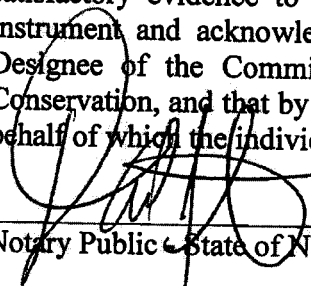
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 2nd day of April, in the year 2014, before me, the undersigned, personally appeared Robert W. Schick, 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.


Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County,
Commission Expires August 22, 2014

SCHEDULE "A" PROPERTY DESCRIPTION

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of Mount Pleasant, County of Westchester and State of New York, being shown as Parcel 2 on a certain Map entitled "Subdivision Map Prepare for Farrand Realty Corporation, Valhalla, N.Y." made by Charles H. Sells, Surveyors dated June 8, 1988 and filed in the Office of the Clerk of the County of Westchester, Division of Land Records on December 17, 1990 as Map No. 24303, said Parcel 2 being more particularly bounded and described as follows:

BEGINNING at a point on the westerly terminus of the curve connecting the westerly boundary line of Grand Boulevard with the northerly boundary line of Wall Street;

THENCE westerly and northerly along the northerly and easterly boundary line of Wall Street, the following courses and distances:

South 87° 30' 00" West 42.83 feet to a point of curvature;

THENCE on said curve to the right having a radius of 150.00 feet, a central angle of 59° 24' 32" for a distance of 155.53 feet to a point of tangency;

THENCE,

North 33° 05' 28" West 572.79 feet to a point of curvature;

THENCE on said curve to the left having a radius of 375 feet, a central angle of 47° 36' 32" for a distance of 311.60 feet to a point;

THENCE through property now or formerly belonging to Farrand Realty Corp., the following courses and distances:

North 09° 18' 00" East 241.00 feet to a point of curvature at which point the radial bears,

South 09° 18' 00" West 241' (North 09°18'00" East per this Survey)

THENCE on said curve to the right, having a radius of 616.00 feet, a central angle of 29° 10' 49" for a distance of 313.72 feet

THENCE running through Parcel 2 the following four (4) courses and distances

1. South 6°00'00" East 60.00 feet;

2. South 37°00'00" east 240.00 feet;

3. South 50°00'00" East 280.00 feet;

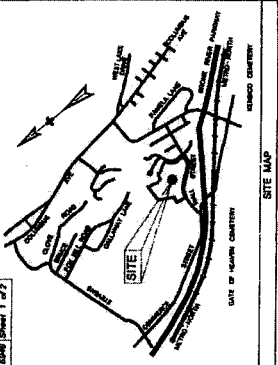
4. South 38° 00'00" East 228.25 feet to the westerly side of Grand Boulevard;

THENCE running along the westerly side of Grand Boulevard on a curve to the left having a radius of 549.71 feet length of 202.12 feet to a point of reverse curvature;

THENCE on said curve to the right having a radius of 25 feet, a central angle of 79° 38' 56" for a distance of 34.75 feet to the point of place of BEGINNING.

Containing 6.0295 Acres

Sheet 1 of 2



ALTA / ACSM LAND TITLE SURVEY OF PROPERTY SITUATE IN THE TOWN OF MOUNT PLEASANT WESTCHESTER COUNTY NEW YORK ENVIRONMENTAL EASEMENT DESCRIPTION DEC SITE # 360046 PREPARED FOR RUIHE COMPANIES, INC.



DATE AS OF JANUARY 11, 2016 TO RUIHE COMPANIES, INC. FOR THE PURPOSES OF AN ENVIRONMENTAL EASEMENT DESCRIPTION AND DEED PREPARATION. THIS SURVEY IS THE PROPERTY OF LINK SURVEYS, P.C.



Link Link Surveyors P.C. 210 West 11th Street New York, NY 10013

- SURVEYOR'S NOTES: THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE STATE OF NEW YORK SURVEYING BOARD. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE STATE OF NEW YORK SURVEYING BOARD...

LEGAL DESCRIPTION ALL LINE CORNERS, PLACES or POINTS of land shown, being and being in the Town of Mount Pleasant, County of Westchester and State of New York, being shown as Parcel 2 on a certain plat...

THE TRACT is situated along the western boundary line of Grand Boulevard with the easterly boundary line of Wall Street. THE TRACT is situated along the northern and easterly boundary line of Wall Street...

South 87° 20' 00" West 82.83 feet to a point of curvature; THENCE an old curve to the right having a radius of 150.00 feet, a central angle of 99° 31' 31" for a distance of 315.53 feet to a point of tangency...

North 33° 02' 30" West 372.75 feet to a point of curvature; THENCE an old curve to the left having a radius of 375 feet, a central angle of 47° 38' 32" for a distance of 512.89 feet to a point of tangency...

South 89° 18' 00" East 243.00 feet to a point of curvature at which point the radial bears North 09° 18' 00" West 243'; THENCE an old curve to the right having a radius of 616.00 feet, a central angle of 29° 10' 49" for a distance of 333.72 feet...

North 28° 28' 49" East 143.80 feet to a point on the westerly boundary line of property now or formerly belonging to the City of New York (Outside Aduard); THENCE easterly along said westerly boundary line of land of the City of New York...

South 37° 45' 45" West 37.71 feet; South 37° 45' 45" West 62.98 feet; South 37° 45' 45" West 30.01 feet; South 37° 45' 45" West 30.01 feet; South 37° 45' 45" West 30.01 feet...

South 28° 38' 55" East 52.37 feet to a point being the northeast corner of property now or formerly belonging to Grace E. Brennan; THENCE westerly along the westerly property line of property now or formerly belonging to Grace E. Brennan...

South 41° 49' 40" East 138.38 feet and South 41° 49' 40" East 6.63 feet to a point on the westerly boundary line of Grand Boulevard; THENCE along a curve to the left having a radius of 288.52 feet, a central angle of 23° 09' 44" for a distance of 158.88 feet to a point of tangency...

THENCE an old curve to the left having a radius of 546.21 feet, a central angle of 89° 29' 59" for a distance of 281.50 feet to a point of reverse curvature; THENCE an old curve to the right having a radius of 215 feet, a central angle of 79° 28' 56" for a distance of 241.25 feet to the point of place of BEGINNING...

Containing 13.972 acres. PROPERTY INFORMATION PREMIER APN KNOWN AS : NO. 11 WALL STREET ENVIRONMENTAL EASEMENT AREA : 0.025 ACRES ENVIRONMENTAL EASEMENT AREA : 0.025 ACRES ENGINEER CONTROL AREA : 23,961 Sq. Ft. = 0.5469 ACRES TOWN OF MOUNT PLEASANT MAP 117.10 - BLOCK 2 - LOT 1

ENVIRONMENTAL EASEMENT ALL LINE CORNERS, PLACES or POINTS of land shown, being and being in the Town of Mount Pleasant, County of Westchester and State of New York, being shown as Parcel 2 on a certain plat...

THE TRACT is situated along the westerly boundary line of Grand Boulevard with the easterly boundary line of Wall Street. THE TRACT is situated along the northern and easterly boundary line of Wall Street...

South 87° 20' 00" West 82.83 feet to a point of curvature; THENCE an old curve to the right having a radius of 150.00 feet, a central angle of 99° 31' 31" for a distance of 315.53 feet to a point of tangency...

North 33° 02' 30" West 372.75 feet to a point of curvature; THENCE an old curve to the left having a radius of 375 feet, a central angle of 47° 38' 32" for a distance of 512.89 feet to a point of tangency...

South 89° 18' 00" East 243.00 feet to a point of curvature at which point the radial bears North 09° 18' 00" West 243'; THENCE an old curve to the right having a radius of 616.00 feet, a central angle of 29° 10' 49" for a distance of 333.72 feet...

North 28° 28' 49" East 143.80 feet to a point on the westerly boundary line of property now or formerly belonging to the City of New York (Outside Aduard); THENCE easterly along said westerly boundary line of land of the City of New York...

South 37° 45' 45" West 37.71 feet; South 37° 45' 45" West 62.98 feet; South 37° 45' 45" West 30.01 feet; South 37° 45' 45" West 30.01 feet; South 37° 45' 45" West 30.01 feet...

South 28° 38' 55" East 52.37 feet to a point being the northeast corner of property now or formerly belonging to Grace E. Brennan; THENCE westerly along the westerly property line of property now or formerly belonging to Grace E. Brennan...

South 41° 49' 40" East 138.38 feet and South 41° 49' 40" East 6.63 feet to a point on the westerly boundary line of Grand Boulevard; THENCE along a curve to the left having a radius of 288.52 feet, a central angle of 23° 09' 44" for a distance of 158.88 feet to a point of tangency...

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ENGINEERING CONTROL AREA ALL LINE CORNERS, PLACES or POINTS of land shown, being and being in the Town of Mount Pleasant, County of Westchester and State of New York, being shown as Parcel 2 on a certain plat...

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South 89° 18' 00" East 243.00 feet to a point of curvature at which point the radial bears North 09° 18' 00" West 243'; THENCE an old curve to the right having a radius of 616.00 feet, a central angle of 29° 10' 49" for a distance of 333.72 feet...

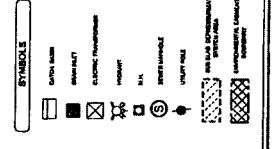
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South 28° 38' 55" East 52.37 feet to a point being the northeast corner of property now or formerly belonging to Grace E. Brennan; THENCE westerly along the westerly property line of property now or formerly belonging to Grace E. Brennan...

South 41° 49' 40" East 138.38 feet and South 41° 49' 40" East 6.63 feet to a point on the westerly boundary line of Grand Boulevard; THENCE along a curve to the left having a radius of 288.52 feet, a central angle of 23° 09' 44" for a distance of 158.88 feet to a point of tangency...

THENCE an old curve to the left having a radius of 546.21 feet, a central angle of 89° 29' 59" for a distance of 281.50 feet to a point of reverse curvature; THENCE an old curve to the right having a radius of 215 feet, a central angle of 79° 28' 56" for a distance of 241.25 feet to the point of place of BEGINNING...



ENGINEERING AND INSTANTANEOUS CONTROLS FOR THE EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN AND INSTRUMENTATION DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 600 BRONXVILLE AVENUE, NEW YORK, NY 10280 CONTACT: JAMES J. HARRISON 315-636-1151

ALTA / ACSM
 LAND TITLE SURVEY
 OF PROPERTY SITUATE IN THE
 TOWN OF MOUNT PLEASANT
 WESTCHESTER COUNTY
 NEW YORK
 ENVIRONMENTAL EASEMENT DESCRIPTION
 DEC SITE # 360048

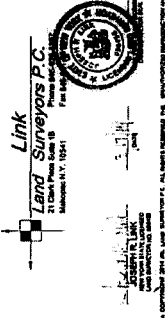
PREPARED FOR
RUHLE COMPANIES, INC.

SURVEYED: MARCH 18, 2014
 SCALE 1" = 40'



ENVIRONMENTAL EASEMENT AREA ACCESS
 SHOWN HEREON THROUGHOUT EXISTING STREET ACCESS OR BUILDING ACCESS
 EGRESS ACCESS POINT.

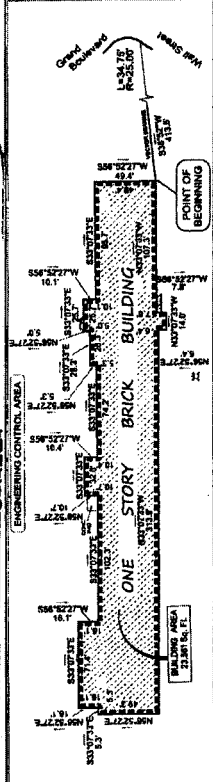
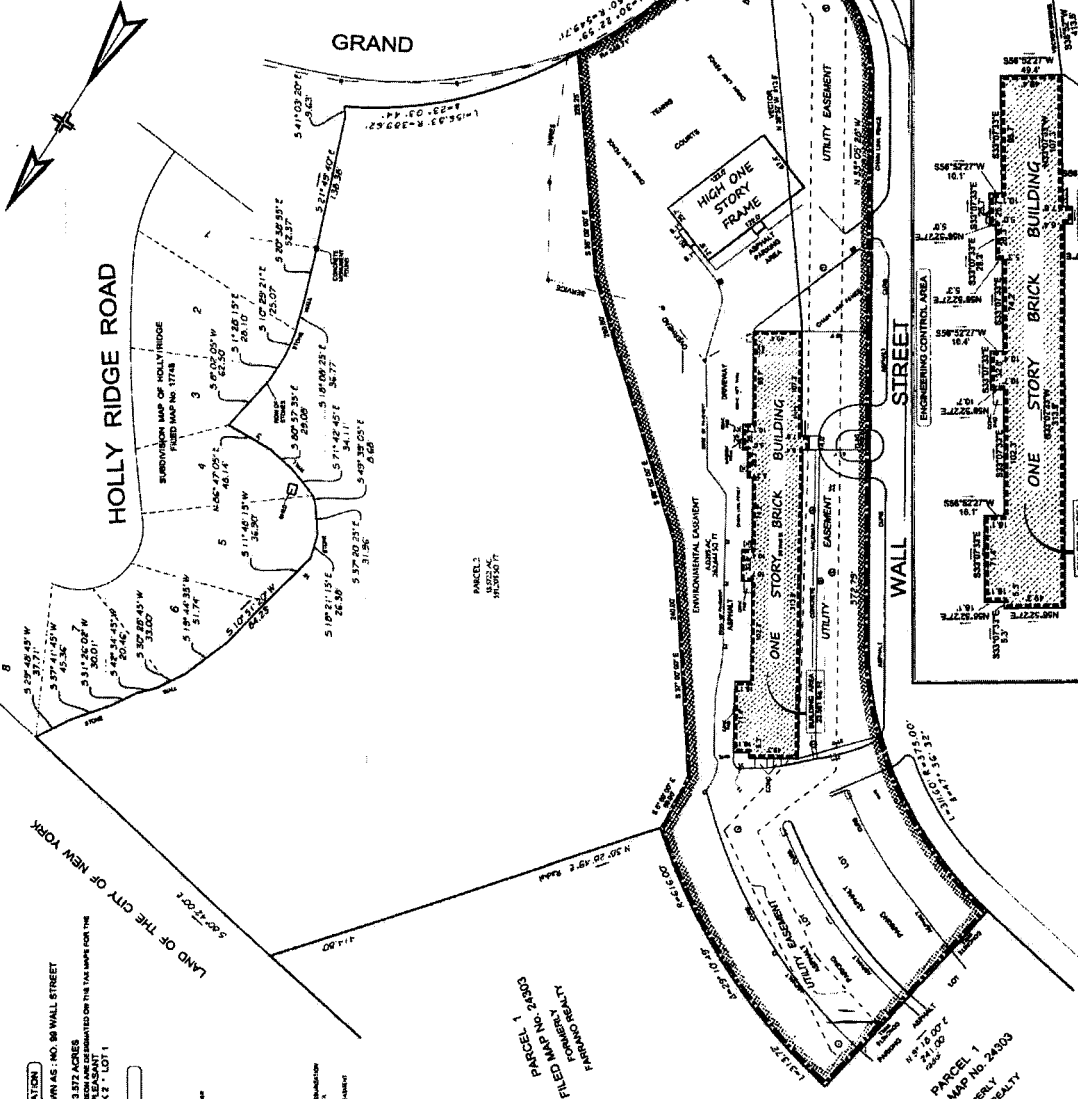
THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT
 ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE
 OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED
 BY CONTACTING THE ENGINEER OF RECORD AT THE FOLLOWING ADDRESS: ENVIRONMENTAL
 ENGINEERING, INC., 500 BROADWAY, ALBANY, NY 12233
 OR AT eeinfo@eeinc.com



HOLLY RIDGE ROAD

GRAND BOULEVARD

WALL STREET



PROPERTY RECOMMENDATION
 PREMISES ARE KNOWN AS: NO. 88 WALL STREET
 PROPERTY AREA: 13.372 ACRES
 TOWN OF MOUNT PLEASANT
 MAP 117.10 - BLOCK 2 - LOT 1

- SYMBOLS**
- UNITS MAP
 - BOUNDARY
 - 1/4" (1" = 100' 0")
 - 1/2" (1" = 200' 0")
 - 3/4" (1" = 300' 0")
 - 1" (1" = 400' 0")
 - 1 1/2" (1" = 600' 0")
 - 2" (1" = 800' 0")
 - 3" (1" = 1,200' 0")
 - 4" (1" = 1,600' 0")
 - 6" (1" = 2,400' 0")
 - 8" (1" = 3,200' 0")
 - 10" (1" = 4,000' 0")
 - 12" (1" = 4,800' 0")
 - 15" (1" = 6,000' 0")
 - 18" (1" = 7,200' 0")
 - 24" (1" = 9,600' 0")
 - 30" (1" = 12,000' 0")
 - 36" (1" = 14,400' 0")
 - 48" (1" = 19,200' 0")
 - 60" (1" = 24,000' 0")
 - 72" (1" = 28,800' 0")
 - 84" (1" = 33,600' 0")
 - 96" (1" = 38,400' 0")
 - 108" (1" = 43,200' 0")
 - 120" (1" = 48,000' 0")
 - 144" (1" = 57,600' 0")
 - 168" (1" = 67,200' 0")
 - 192" (1" = 76,800' 0")
 - 216" (1" = 86,400' 0")
 - 240" (1" = 96,000' 0")
 - 264" (1" = 105,600' 0")
 - 288" (1" = 115,200' 0")
 - 312" (1" = 124,800' 0")
 - 336" (1" = 134,400' 0")
 - 360" (1" = 144,000' 0")
 - 384" (1" = 153,600' 0")
 - 408" (1" = 163,200' 0")
 - 432" (1" = 172,800' 0")
 - 456" (1" = 182,400' 0")
 - 480" (1" = 192,000' 0")
 - 504" (1" = 201,600' 0")
 - 528" (1" = 211,200' 0")
 - 552" (1" = 220,800' 0")
 - 576" (1" = 230,400' 0")
 - 600" (1" = 240,000' 0")
 - 624" (1" = 249,600' 0")
 - 648" (1" = 259,200' 0")
 - 672" (1" = 268,800' 0")
 - 696" (1" = 278,400' 0")
 - 720" (1" = 288,000' 0")
 - 744" (1" = 297,600' 0")
 - 768" (1" = 307,200' 0")
 - 792" (1" = 316,800' 0")
 - 816" (1" = 326,400' 0")
 - 840" (1" = 336,000' 0")
 - 864" (1" = 345,600' 0")
 - 888" (1" = 355,200' 0")
 - 912" (1" = 364,800' 0")
 - 936" (1" = 374,400' 0")
 - 960" (1" = 384,000' 0")
 - 984" (1" = 393,600' 0")
 - 1008" (1" = 403,200' 0")
 - 1032" (1" = 412,800' 0")
 - 1056" (1" = 422,400' 0")
 - 1080" (1" = 432,000' 0")
 - 1104" (1" = 441,600' 0")
 - 1128" (1" = 451,200' 0")
 - 1152" (1" = 460,800' 0")
 - 1176" (1" = 470,400' 0")
 - 1200" (1" = 480,000' 0")

FILED MAP NO. 2400
 PARCEL 1
 FORMERLY
 FARMING REALTY

FILED MAP NO. 2400
 PARCEL 1
 FORMERLY
 FARMING REALTY

NOTICE OF ENVIRONMENTAL EASEMENT

The New York State Department of Environmental Conservation (the "Grantee"), has been granted an Environmental Easement pursuant to Article 71, Section 36 affecting real property located at the following address:

99 Wall Street
Valhalla, New York 10595-1452

Property Owner/Grantor: Ruhle Companies, Inc.

The Tax Map Identification No.: Section 117.01, Block 2, Lot 1

NYS Department of Environmental Conservation Site No.: 360046

The Environmental Easement for the above referenced property was recorded in the Office of the Westchester County Clerk on September 11, 2014 at Control Number 541083100.

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above referenced property to commercial or industrial uses.

NOTICE IS HEREBY GIVEN that any activity on the land which might or will prevent or interfere with the ongoing or completed remedial program, including the controls as set forth in the Environmental Easement and the Site Management Plan, must be done in accordance with the Site Management Plan which is incorporated by reference into the Environmental Easement. A copy of the Site Management Plan can be obtained by contacting the Department at derweb@gw.dec.state.ny.us. Be further advised of the notice provisions of NYCRR 375-1.11(d) relative to contemplated significant changes in use.

Failure to Comply with the terms and conditions of the Environmental Easement may subject violators to penalties of up to \$37,500 per day for violation of 6 NYCRR 375-1.11(b).

An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>.