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& HANNA LLP

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Thomas J. Ruane
Partner
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April 26, 2024

Via Certified Mail Return Receipt Requested

Brian Rashkow
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway, 14th Floor
Albany, New York 12233

***Re: Environmental Easement
80 First Street, Hoosick Falls, New York
(Tax Map Parcel Nos. 27.14-7-2; 27.14-7-3; 27.14-8-19)
DEC Site No. 442052***

Dear Mr. Rashkow:

Enclosed, please find the following documentation with respect to the above referenced Site:

1. Recorded Environmental Easement for Oak Mitsui Technology, LLC (**Attachment A**);
2. Copy of the Notice to Municipality served upon the Town of Hoosick, New York (**Attachment B**);
3. Copy of the Notice to Municipality served upon the Village of Hoosick Falls, New York (**Attachment C**); and
4. Proof of mailing for each notice (**Attachment D**).

Sincerely,

/s/ *T.J. Ruane*

T.J. Ruane, Esq.

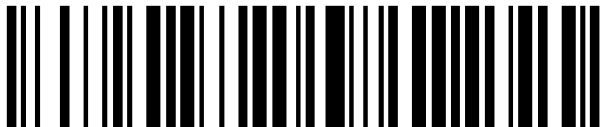
Enclosures

ATTACHMENT A



RENSSELAER COUNTY – STATE OF NEW YORK
FRANK MEROLA COUNTY CLERK
105 THIRD STREET, TROY, NEW YORK 12180

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: 10646 / 215
INSTRUMENT #: 2024-640430

Receipt#: 1499644
Clerk: GD
Rec Date: 04/10/2024 03:04:22 PM
Doc Grp: RP
Descrip: EASEMENT
Num Pgs: 12
Rec'd Frm: WHITEMAN OSTERMAN & HANNA LLP

Party1: OAK-MITSUI TECHNOLOGIES LLC
Party2: PEOPLE OF THE STATE OF NEW YORK
Town: HOOSICK
27.14-7-2
27.14-8-19

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 #: 2899

Transfer Tax

Consideration: 0.00

Total: 0.00

Record and Return To:

WHITEMAN OSTERMAN & HANNA LLP
1 COMMERCE PLZ
ALBANY, NY 12260

WARNING***

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Frank Merola
Rensselaer County Clerk

Instr # 2024-640430
Bk 10646 Pg: 215

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

THIS INDENTURE made this ^{1st}~~23rd~~ day of ^{April}~~March~~, 20~~24~~, between Owner, Oak-Mitsui Technologies LLC, having an office at 1030 Hoover Boulevard, Frankfort, County of Franklin, State of Kentucky (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 80 First Street in the Village of Hoosick Falls, County of Rensselaer and State of New York, known and designated on the tax map of the County Clerk of Rensselaer as tax map parcel number: Section 27.14 Block 7 Lots 2 & 3 and Block 8 Lot 19, being the same as that property conveyed to Grantor by deed dated May 22, 2019 and recorded in the Rensselaer County Clerk's Office in Liber and Page 8837/208. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 5.196 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 3, 2023, and last revised March 1, 2024, prepared by William Theodore Whimple, 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: CO 4-20170511-208, 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:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
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)**

(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 Rensselaer 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 purposes as defined in 6NYCRR 375-1.8(g)(2)(i), 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: 442052
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.

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

Oak-Mitsui Technologies LLC:

By: *Shigeru Itabashi*

Print Name: Shigeru Itabashi

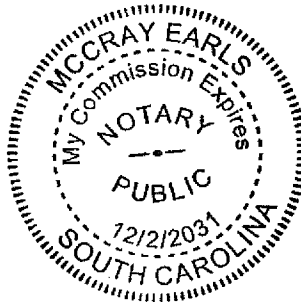
Title: President Date: 3/23/2024

Grantor's Acknowledgment

South Carolina
STATE OF ~~NEW YORK~~)
COUNTY OF Richland) ss:

On the 23 day of March, in the year 2024, before me, the undersigned, personally appeared Shigeru Itabashi, 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.

Melany
Notary Public - State of ~~New York~~
South Carolina



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,

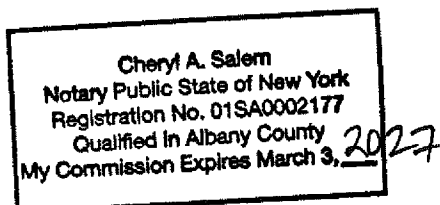
By: Andrew O. Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 18th day of April, in the year 2024, before me, the undersigned, personally appeared Andrew O. 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

ENVIRONMENTAL EASEMENT DESCRIPTION - NYSDEC SITE ID NO. 442052 AREA A

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND LYING EASTERLY OF THE HOOSIC RIVER AND NORTHERLY OF NIXON STREET IN THE VILLAGE OF HOOSICK FALLS, COUNTY OF RENSSELAER AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY OF NIXON STREET AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF ARTHUR AND JUDITH EASTMAN AS DESCRIBED IN BOOK 1275 OF DEEDS AT PAGE 515, TAX PARCEL 27.14-8-1, ON THE EAST AND LAND NOW OR FORMERLY OF OAK-MITSUI TECHNOLOGIES LLC, ON THE WEST, THENCE RUNNING ALONG SAID NIXON STREET THE FOLLOWING (2) COURSES AND DISTANCES

- 1) SOUTH 83° 00' 48" WEST, A DISTANCE OF 93.30 FEET TO A POINT, AND
- 2) SOUTH 84° 16' 52" WEST, A DISTANCE OF 29.18 FEET TO A POINT ON THE APPARENT PREVIOUS WATER EDGE OF THE HOOSIC RIVER;

THENCE ALONG SAID PREVIOUS RIVER EDGE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 24° 18' 36" EAST, A DISTANCE OF 478.87 FEET TO A POINT;
- 2) NORTH 33° 06' 36" EAST, A DISTANCE OF 254.19 FEET TO A POINT; AND
- 3) NORTH 26° 52' 36" EAST, A DISTANCE OF 373.29 FEET TO A POINT AT ITS INTERSECTION WITH THE WESTERLY BOUNDARY OF LANDS NOW OR FORMERLY OF BOSTON AND MAINE RAILROAD COMPANY, TAX PARCEL 27.15-16-1;

THENCE ALONG SAID LANDS OF BOSTON AND MAINE RAILROAD COMPANY, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 10° 24' 55" EAST, A DISTANCE OF 585.13 FEET TO A POINT;
- 2) SOUTH 79° 35' 05" WEST, A DISTANCE OF 108.06 FEET TO A POINT; AND
- 3) SOUTH 09° 27' 29" EAST, A DISTANCE OF 32.99 FEET TO A POINT AT ITS INTERSECTION WITH THE WESTERLY HIGHWAY BOUNDARY OF 1ST STREET;

THENCE ALONG SAID 1ST RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 73° 33' 15" WEST, A DISTANCE OF 25.37 FEET TO A POINT;
- 2) SOUTH 09° 44' 12" EAST, A DISTANCE OF 36.94 FEET TO A POINT;
- 3) SOUTH 83° 00' 48" WEST, A DISTANCE OF 10.01 FEET TO A POINT, AND
- 4) SOUTH 09° 27' 31" EAST, A DISTANCE OF 20.51 FEET TO A POINT AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN SAID LAND OF OAK-MITSUI ON THE NORTH AND LANDS NOW OR FORMERLY OF BRACKE PICKERING AND VONDA GROGAN AS DESCRIBED IN BOOK 3765 OF DEEDS AT PAGE 157, TAX PARCEL 27.15-19-1, ON THE SOUTH;

THENCE SOUTH 83° 00' 48" WEST, ALONG SAID PROPERTY DIVISION LINE, ALSO BEING THE FORMER SOUTHERLY RIGHT OF WAY OF RICHMOND STREET, A DISTANCE OF 25.28 FEET TO A POINT;

THENCE CONTINUING ALONG THE LAST SAID PROPERTY DIVISION LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS 987.08 FEET, LENGTH OF 136.68 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60° 54' 41" WEST, 136.58 FEET TO A POINT AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN SAID LANDS OF OAK-MITSUI ON THE NORTH AND LANDS NOW OR FORMERLY OF LYNN SHELDON AS

DESCRIBED IN BOOK 3765 OF DEEDS AT PATE 157, TAX PARCEL 27.15-19-2, ON THE SOUTH;

THENCE ALONG SAID PROPERTY DIVISION LINE BETWEEN OAK-MITSUI AND LYNN SHELDON THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 81° 22' 27" WEST, A DISTANCE OF 2.04 FEET TO A POINT; AND
- 2) SOUTH 09° 44' 12" EAST, A DISTANCE OF 0.91 FEET TO A POINT;

THENCE ALONG THE PROPERTY DIVISION LINE BETWEEN SAID LANDS OF OAK-MITSUI ON THE NORTH AND LANDS NOW OR FORMERLY OF STEPHEN HELM, AS DESCRIBED ON REEL 1579 OF DEEDS AT FRAME 193, TAX PARCEL 27.14-8-3.12, LANDS NOW OR FORMERLY OF DANIEL & STACY MERRILLS, AS DESCRIBED ON REEL 1509 AT FRAME 259, TAX PARCEL, 27.14-8-3, LANDS NOW OR FORMERLY OF ARTHUR & BRIAN EASTMAN, AS DESCRIBED IN BOOK 1275 OF DEEDS AT PAGE 515, TAX PARCEL 27.14-8-2, AND ABOVE SAID LANDS OF ARTHUR AND JUDITH EASTMAN, TAX PARCEL 27.14-8-1, ON THE SOUTH, ALONG A CURVE TO THE LEFT HAVING A RADIUS 993.60 FEET, LENGTH OF 299.55 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 46° 40' 21" WEST, 298.42 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 214,289± SQUARE FEET OR 4.919± ACRES OF LAND, MORE OR LESS.

ENVIRONMENTAL EASEMENT DESCRIPTION - NYSDEC SITE ID NO. 442052 AREA B

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND LYING WESTERLY OF THE BOSTON AND MAINE RAILROAD IN THE VILLAGE OF HOOSICK FALLS, COUNTY OF RENSSELAER AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF 1ST STREET AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF BEVERLY WAITEKUS AS DESCRIBED IN BOOK 6210 OF DEEDS AT PAGE 45, TAX PARCEL 27.15-16-26, ON THE SOUTH AND LAND NOW OR FORMERLY OF OAK-MITSUI TECHNOLOGIES LLC, AS DESCRIBED IN BOOK 1492 OF DEEDS AT PAGE 139 ON THE NORTH, THENCE RUNNING ALONG SAID 1ST STREET, NORTH 09° 26' 05" WEST, A DISTANCE OF 74.01 FEET TO A POINT;

THENCE NORTH 79° 35' 05" EAST, THROUGH LANDS NOW OR FORMERLY OF BOSTON AND MAINE RAILROAD COMPANY, TAX PARCEL 27.15-16-1; A DISTANCE OF 109.71 FEET TO A POINT;

THENCE SOUTH 10° 24' 55" EAST, CONTINUING THROUGH AND ALONG SAID LANDS OF BOSTON AND MAINE RAILROAD COMPANY, A DISTANCE OF 74.00 FEET TO A POINT AT ITS INTERSECTION WITH THE FIRST SAID PROPERTY DIVISION LINE;

THENCE SOUTH 79° 35' 03" WEST ALONG SAID PROPERTY DIVISION LINE A DISTANCE OF 110.98 FEET TO THE POINT OR PLACE OF BEGINNING

CONTAINING 8,165± SQUARE FEET OR 0.187± ACRES OF LAND, MORE OR LESS

ENVIRONMENTAL EASEMENT DESCRIPTION - NYSDEC SITE ID NO. 442052 AREA C

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND LYING WESTERLY OF LYMAN STREET IN THE VILLAGE OF HOOSICK FALLS, COUNTY OF RENSSELAER AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF LYMAN STREET AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF STANLEY & MARY REMANCUS AS DESCRIBED IN BOOK 1776 OF DEEDS AT PAGE 147, TAX PARCEL 27.15-16-2, ON THE SOUTH AND REPUTED LANDS NOW OR FORMERLY OF OAK-MITSUI TECHNOLOGIES LLC, TAX PARCEL 27.14-7-2, ON THE NORTH;

THENCE SOUTH 81° 15' 28" WEST, ALONG SAID PROPERTY DIVISION LINE, A DISTANCE OF 126.05 FEET TO A POINT AT IT INTERSECTION WITH LANDS NOW OR FORMERLY OF BOSTON AND MAINE RAILROAD COMPANY, TAX PARCEL 27.15-16-1, ON THE WEST;

THENCE NORTH 10° 24' 55" WEST, ALONG SAID LANDS OF BOSTON AND MAINE RAILROAD COMPANY, A DISTANCE OF 41.12 FEET TO A POINT;

THENCE ALONG THE REPUTED LANDS NOW OR FORMERLY OF FORREST S. WHITES THE FOLLOWING TWO COURSES AND DISTANCES

1) NORTH 81° 45' 28" EAST, A DISTANCE OF 45.79 FEET TO A POINT, AND
2) SOUTH 78° 00' 32" EAST, A DISTANCE OF 86.73 FEET TO A POINT AT ITS INTERSECTION WITH THE SAID EASTERLY RIGHT OF WAY OF LYMAN STREET;

THENCE SOUTH 10° 44' 32" EAST, ALONG SAID LYMAN STREET, A DISTANCE OF 10.00 FEET TO THE POINT OF PLACE OF BEGINNING

TOGETHER WITH AN EXISTING NEW YORK STATE FLOOD PROTECTION EASEMENT

CONTAINING 3,906± SQUARE FEET OR 0.090± ACRES OF LAND, MORE OR LESS

ATTACHMENT B

WHITEMAN
OSTERMAN
& HANNA LLP

Attorneys at Law
www.woh.com

One Commerce Plaza
Albany, New York 12260
518.487.7600 phone
518.487.7777 fax

Thomas J. Ruane
Partner
518.487.7698 phone
truane@woh.com

April 22, 2024

Via Certified Mail

Mark Surdam, Town Supervisor
Town of Hoosick
P.O. Box 17
Hoosick Falls, NY 12090

***Re: Notice to Municipality
Environmental Easement***

Dear Supervisor Surdam:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on April 1, 2024, by:

Oak-Mitsui Technologies, LLC;
for property at 80 First Street, Hoosick Falls, New York;
Tax Map Nos. 27.14-7-2; 27.14-7-3; 27.14-8-19
DEC Site No: 442052.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial or industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and

shall also provide a copy of any documents modifying or terminating such environmental easement.

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

/s/ *T.J. Ruane*

T.J. Ruane

Enclosure



RENSSELAER COUNTY – STATE OF NEW YORK
FRANK MEROLA COUNTY CLERK
105 THIRD STREET, TROY, NEW YORK 12180

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: 10646 / 215
INSTRUMENT #: 2024-640430

Receipt#: 1499644
Clerk: GD
Rec Date: 04/10/2024 03:04:22 PM
Doc Grp: RP
Descrip: EASEMENT
Num Pgs: 12
Rec'd Frm: WHITEMAN OSTERMAN & HANNA LLP

Party1: OAK-MITSUI TECHNOLOGIES LLC
Party2: PEOPLE OF THE STATE OF NEW YORK
Town: HOOSICK
27.14-7-2
27.14-8-19

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 #: 2899
Transfer Tax
Consideration: 0.00

Total: 0.00

Record and Return To:

WHITEMAN OSTERMAN & HANNA LLP
1 COMMERCE PLZ
ALBANY, NY 12260

WARNING***

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Frank Merola
Rensselaer County Clerk

Instr # 2024-640430
Bk 10646 Pg: 215

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

THIS INDENTURE made this ^{1st}~~23rd~~ day of ^{April}~~March~~, 20~~24~~, between Owner, Oak-Mitsui Technologies LLC, having an office at 1030 Hoover Boulevard, Frankfort, County of Franklin, State of Kentucky (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 80 First Street in the Village of Hoosick Falls, County of Rensselaer and State of New York, known and designated on the tax map of the County Clerk of Rensselaer as tax map parcel number: Section 27.14 Block 7 Lots 2 & 3 and Block 8 Lot 19, being the same as that property conveyed to Grantor by deed dated May 22, 2019 and recorded in the Rensselaer County Clerk's Office in Liber and Page 8837/208. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 5.196 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 3, 2023, and last revised March 1, 2024, prepared by William Theodore Whimple, 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: CO 4-20170511-208, 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:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
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)**

(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 Rensselaer 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 purposes as defined in 6NYCRR 375-1.8(g)(2)(i), 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: 442052
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.

Remainder of Page Intentionally Left Blank

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

Oak-Mitsui Technologies LLC:

By: Shigeru Itabashi

Print Name: Shigeru Itabashi

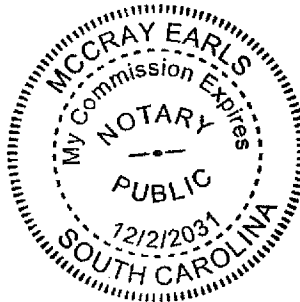
Title: President Date: 3/23/2024

Grantor's Acknowledgment

South Carolina
STATE OF ~~NEW YORK~~)
COUNTY OF Richland) ss:

On the 23 day of March, in the year 2024, before me, the undersigned, personally appeared Shigeru Itabashi, 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.

Melany
Notary Public - State of ~~New York~~
South Carolina



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,

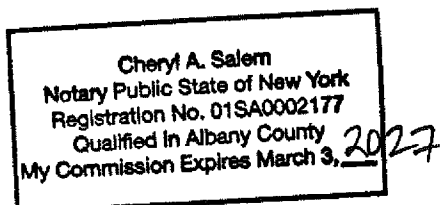
By: Andrew O. Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 18th day of April, in the year 2024, before me, the undersigned, personally appeared Andrew O. 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

ENVIRONMENTAL EASEMENT DESCRIPTION - NYSDEC SITE ID NO. 442052 AREA A

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND LYING EASTERLY OF THE HOOSIC RIVER AND NORTHERLY OF NIXON STREET IN THE VILLAGE OF HOOSICK FALLS, COUNTY OF RENSSELAER AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY OF NIXON STREET AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF ARTHUR AND JUDITH EASTMAN AS DESCRIBED IN BOOK 1275 OF DEEDS AT PAGE 515, TAX PARCEL 27.14-8-1, ON THE EAST AND LAND NOW OR FORMERLY OF OAK-MITSUI TECHNOLOGIES LLC, ON THE WEST, THENCE RUNNING ALONG SAID NIXON STREET THE FOLLOWING (2) COURSES AND DISTANCES

- 1) SOUTH 83° 00' 48" WEST, A DISTANCE OF 93.30 FEET TO A POINT, AND
- 2) SOUTH 84° 16' 52" WEST, A DISTANCE OF 29.18 FEET TO A POINT ON THE APPARENT PREVIOUS WATER EDGE OF THE HOOSIC RIVER;

THENCE ALONG SAID PREVIOUS RIVER EDGE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 24° 18' 36" EAST, A DISTANCE OF 478.87 FEET TO A POINT;
- 2) NORTH 33° 06' 36" EAST, A DISTANCE OF 254.19 FEET TO A POINT; AND
- 3) NORTH 26° 52' 36" EAST, A DISTANCE OF 373.29 FEET TO A POINT AT ITS INTERSECTION WITH THE WESTERLY BOUNDARY OF LANDS NOW OR FORMERLY OF BOSTON AND MAINE RAILROAD COMPANY, TAX PARCEL 27.15-16-1;

THENCE ALONG SAID LANDS OF BOSTON AND MAINE RAILROAD COMPANY, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 10° 24' 55" EAST, A DISTANCE OF 585.13 FEET TO A POINT;
- 2) SOUTH 79° 35' 05" WEST, A DISTANCE OF 108.06 FEET TO A POINT; AND
- 3) SOUTH 09° 27' 29" EAST, A DISTANCE OF 32.99 FEET TO A POINT AT ITS INTERSECTION WITH THE WESTERLY HIGHWAY BOUNDARY OF 1ST STREET;

THENCE ALONG SAID 1ST RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 73° 33' 15" WEST, A DISTANCE OF 25.37 FEET TO A POINT;
- 2) SOUTH 09° 44' 12" EAST, A DISTANCE OF 36.94 FEET TO A POINT;
- 3) SOUTH 83° 00' 48" WEST, A DISTANCE OF 10.01 FEET TO A POINT, AND
- 4) SOUTH 09° 27' 31" EAST, A DISTANCE OF 20.51 FEET TO A POINT AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN SAID LAND OF OAK-MITSUI ON THE NORTH AND LANDS NOW OR FORMERLY OF BRACKE PICKERING AND VONDA GROGAN AS DESCRIBED IN BOOK 3765 OF DEEDS AT PAGE 157, TAX PARCEL 27.15-19-1, ON THE SOUTH;

THENCE SOUTH 83° 00' 48" WEST, ALONG SAID PROPERTY DIVISION LINE, ALSO BEING THE FORMER SOUTHERLY RIGHT OF WAY OF RICHMOND STREET, A DISTANCE OF 25.28 FEET TO A POINT;

THENCE CONTINUING ALONG THE LAST SAID PROPERTY DIVISION LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS 987.08 FEET, LENGTH OF 136.68 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60° 54' 41" WEST, 136.58 FEET TO A POINT AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN SAID LANDS OF OAK-MITSUI ON THE NORTH AND LANDS NOW OR FORMERLY OF LYNN SHELDON AS

DESCRIBED IN BOOK 3765 OF DEEDS AT PATE 157, TAX PARCEL 27.15-19-2, ON THE SOUTH;

THENCE ALONG SAID PROPERTY DIVISION LINE BETWEEN OAK-MITSUI AND LYNN SHELTON THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 81° 22' 27" WEST, A DISTANCE OF 2.04 FEET TO A POINT; AND
- 2) SOUTH 09° 44' 12" EAST, A DISTANCE OF 0.91 FEET TO A POINT;

THENCE ALONG THE PROPERTY DIVISION LINE BETWEEN SAID LANDS OF OAK-MITSUI ON THE NORTH AND LANDS NOW OR FORMERLY OF STEPHEN HELM, AS DESCRIBED ON REEL 1579 OF DEEDS AT FRAME 193, TAX PARCEL 27.14-8-3.12, LANDS NOW OR FORMERLY OF DANIEL & STACY MERRILLS, AS DESCRIBED ON REEL 1509 AT FRAME 259, TAX PARCEL, 27.14-8-3, LANDS NOW OR FORMERLY OF ARTHUR & BRIAN EASTMAN, AS DESCRIBED IN BOOK 1275 OF DEEDS AT PAGE 515, TAX PARCEL 27.14-8-2, AND ABOVE SAID LANDS OF ARTHUR AND JUDITH EASTMAN, TAX PARCEL 27.14-8-1, ON THE SOUTH, ALONG A CURVE TO THE LEFT HAVING A RADIUS 993.60 FEET, LENGTH OF 299.55 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 46° 40' 21" WEST, 298.42 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 214,289± SQUARE FEET OR 4.919± ACRES OF LAND, MORE OR LESS.

ENVIRONMENTAL EASEMENT DESCRIPTION - NYSDEC SITE ID NO. 442052 AREA B

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND LYING WESTERLY OF THE BOSTON AND MAINE RAILROAD IN THE VILLAGE OF HOOSICK FALLS, COUNTY OF RENSSELAER AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF 1ST STREET AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF BEVERLY WAITEKUS AS DESCRIBED IN BOOK 6210 OF DEEDS AT PAGE 45, TAX PARCEL 27.15-16-26, ON THE SOUTH AND LAND NOW OR FORMERLY OF OAK-MITSUI TECHNOLOGIES LLC, AS DESCRIBED IN BOOK 1492 OF DEEDS AT PAGE 139 ON THE NORTH, THENCE RUNNING ALONG SAID 1ST STREET, NORTH 09° 26' 05" WEST, A DISTANCE OF 74.01 FEET TO A POINT;

THENCE NORTH 79° 35' 05" EAST, THROUGH LANDS NOW OR FORMERLY OF BOSTON AND MAINE RAILROAD COMPANY, TAX PARCEL 27.15-16-1; A DISTANCE OF 109.71 FEET TO A POINT;

THENCE SOUTH 10° 24' 55" EAST, CONTINUING THROUGH AND ALONG SAID LANDS OF BOSTON AND MAINE RAILROAD COMPANY, A DISTANCE OF 74.00 FEET TO A POINT AT ITS INTERSECTION WITH THE FIRST SAID PROPERTY DIVISION LINE;

THENCE SOUTH 79° 35' 03" WEST ALONG SAID PROPERTY DIVISION LINE A DISTANCE OF 110.98 FEET TO THE POINT OR PLACE OF BEGINNING

CONTAINING 8,165± SQUARE FEET OR 0.187± ACRES OF LAND, MORE OR LESS

ENVIRONMENTAL EASEMENT DESCRIPTION - NYSDEC SITE ID NO. 442052 AREA C

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND LYING WESTERLY OF LYMAN STREET IN THE VILLAGE OF HOOSICK FALLS, COUNTY OF RENSSELAER AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF LYMAN STREET AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF STANLEY & MARY REMANCUS AS DESCRIBED IN BOOK 1776 OF DEEDS AT PAGE 147, TAX PARCEL 27.15-16-2, ON THE SOUTH AND REPUTED LANDS NOW OR FORMERLY OF OAK-MITSUI TECHNOLOGIES LLC, TAX PARCEL 27.14-7-2, ON THE NORTH;

THENCE SOUTH 81° 15' 28" WEST, ALONG SAID PROPERTY DIVISION LINE, A DISTANCE OF 126.05 FEET TO A POINT AT IT INTERSECTION WITH LANDS NOW OR FORMERLY OF BOSTON AND MAINE RAILROAD COMPANY, TAX PARCEL 27.15-16-1, ON THE WEST;

THENCE NORTH 10° 24' 55" WEST, ALONG SAID LANDS OF BOSTON AND MAINE RAILROAD COMPANY, A DISTANCE OF 41.12 FEET TO A POINT;

THENCE ALONG THE REPUTED LANDS NOW OR FORMERLY OF FORREST S. WHITES THE FOLLOWING TWO COURSES AND DISTANCES

1) NORTH 81° 45' 28" EAST, A DISTANCE OF 45.79 FEET TO A POINT, AND
2) SOUTH 78° 00' 32" EAST, A DISTANCE OF 86.73 FEET TO A POINT AT ITS INTERSECTION WITH THE SAID EASTERLY RIGHT OF WAY OF LYMAN STREET;

THENCE SOUTH 10° 44' 32" EAST, ALONG SAID LYMAN STREET, A DISTANCE OF 10.00 FEET TO THE POINT OF PLACE OF BEGINNING

TOGETHER WITH AN EXISTING NEW YORK STATE FLOOD PROTECTION EASEMENT

CONTAINING 3,906± SQUARE FEET OR 0.090± ACRES OF LAND, MORE OR LESS

ATTACHMENT C

WHITEMAN
OSTERMAN
& HANNA LLP

Attorneys at Law
www.woh.com

One Commerce Plaza
Albany, New York 12260
518.487.7600 phone
518.487.7777 fax

Thomas J. Ruane
Partner
518.487.7698 phone
truane@woh.com

April 22, 2024

Via Certified Mail

Robert Allen, Village Mayor
Village of Hoosick Falls
Municipal Building
24 Main Street
Hoosick Falls, NY 12090

***Re: Notice to Municipality
Environmental Easement***

Dear Mayor Allen:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on April 1, 2024, by:

Oak-Mitsui Technologies, LLC;
for property at 80 First Street, Hoosick Falls, New York;
Tax Map Nos. 27.14-7-2; 27.14-7-3; 27.14-8-19
DEC Site No: 442052.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial or industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and

shall also provide a copy of any documents modifying or terminating such environmental easement.

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

/s/ *T.J. Ruane*

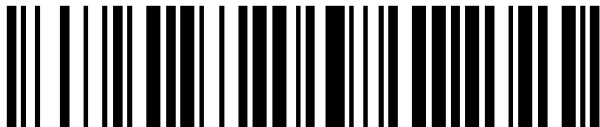
T.J. Ruane

Enclosure



RENSSELAER COUNTY – STATE OF NEW YORK
FRANK MEROLA COUNTY CLERK
105 THIRD STREET, TROY, NEW YORK 12180

COUNTY CLERK'S RECORDING PAGE
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BOOK/PAGE: 10646 / 215
INSTRUMENT #: 2024-640430

Receipt#: 1499644
Clerk: GD
Rec Date: 04/10/2024 03:04:22 PM
Doc Grp: RP
Descrip: EASEMENT
Num Pgs: 12
Rec'd Frm: WHITEMAN OSTERMAN & HANNA LLP

Party1: OAK-MITSUI TECHNOLOGIES LLC
Party2: PEOPLE OF THE STATE OF NEW YORK
Town: HOOSICK
27.14-7-2
27.14-8-19

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 #: 2899

Transfer Tax

Consideration: 0.00

Total: 0.00

Record and Return To:

WHITEMAN OSTERMAN & HANNA LLP
1 COMMERCE PLZ
ALBANY, NY 12260

WARNING***

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Frank Merola
Rensselaer County Clerk

Instr # 2024-640430
Bk 10646 Pg: 215

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

THIS INDENTURE made this ^{1st}~~23rd~~ day of ^{April}~~March~~, 20~~24~~, between Owner, Oak-Mitsui Technologies LLC, having an office at 1030 Hoover Boulevard, Frankfort, County of Franklin, State of Kentucky (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 80 First Street in the Village of Hoosick Falls, County of Rensselaer and State of New York, known and designated on the tax map of the County Clerk of Rensselaer as tax map parcel number: Section 27.14 Block 7 Lots 2 & 3 and Block 8 Lot 19, being the same as that property conveyed to Grantor by deed dated May 22, 2019 and recorded in the Rensselaer County Clerk's Office in Liber and Page 8837/208. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 5.196 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 3, 2023, and last revised March 1, 2024, prepared by William Theodore Whimple, 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: CO 4-20170511-208, 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:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
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)**

(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 Rensselaer 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 purposes as defined in 6NYCRR 375-1.8(g)(2)(i), 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: 442052
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.

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

Oak-Mitsui Technologies LLC:

By: *Shigeru Itabashi*

Print Name: Shigeru Itabashi

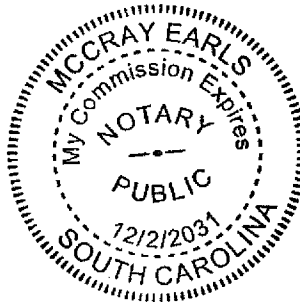
Title: President Date: 3/23/2024

Grantor's Acknowledgment

South Carolina
STATE OF ~~NEW YORK~~)
COUNTY OF Richland) ss:

On the 23 day of March, in the year 2024, before me, the undersigned, personally appeared Shigeru Itabashi, 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.

Melany
Notary Public - State of ~~New York~~
South Carolina



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,

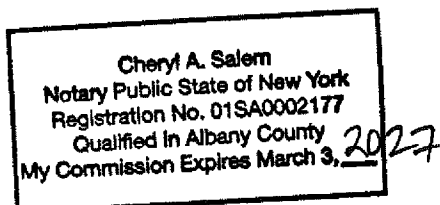
By: Andrew O. Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 18th day of April, in the year 2024, before me, the undersigned, personally appeared Andrew O. 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

ENVIRONMENTAL EASEMENT DESCRIPTION - NYSDEC SITE ID NO. 442052 AREA A

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND LYING EASTERLY OF THE HOOSIC RIVER AND NORTHERLY OF NIXON STREET IN THE VILLAGE OF HOOSICK FALLS, COUNTY OF RENSSELAER AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY OF NIXON STREET AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF ARTHUR AND JUDITH EASTMAN AS DESCRIBED IN BOOK 1275 OF DEEDS AT PAGE 515, TAX PARCEL 27.14-8-1, ON THE EAST AND LAND NOW OR FORMERLY OF OAK-MITSUI TECHNOLOGIES LLC, ON THE WEST, THENCE RUNNING ALONG SAID NIXON STREET THE FOLLOWING (2) COURSES AND DISTANCES

- 1) SOUTH 83° 00' 48" WEST, A DISTANCE OF 93.30 FEET TO A POINT, AND
- 2) SOUTH 84° 16' 52" WEST, A DISTANCE OF 29.18 FEET TO A POINT ON THE APPARENT PREVIOUS WATER EDGE OF THE HOOSIC RIVER;

THENCE ALONG SAID PREVIOUS RIVER EDGE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 24° 18' 36" EAST, A DISTANCE OF 478.87 FEET TO A POINT;
- 2) NORTH 33° 06' 36" EAST, A DISTANCE OF 254.19 FEET TO A POINT; AND
- 3) NORTH 26° 52' 36" EAST, A DISTANCE OF 373.29 FEET TO A POINT AT ITS INTERSECTION WITH THE WESTERLY BOUNDARY OF LANDS NOW OR FORMERLY OF BOSTON AND MAINE RAILROAD COMPANY, TAX PARCEL 27.15-16-1;

THENCE ALONG SAID LANDS OF BOSTON AND MAINE RAILROAD COMPANY, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 10° 24' 55" EAST, A DISTANCE OF 585.13 FEET TO A POINT;
- 2) SOUTH 79° 35' 05" WEST, A DISTANCE OF 108.06 FEET TO A POINT; AND
- 3) SOUTH 09° 27' 29" EAST, A DISTANCE OF 32.99 FEET TO A POINT AT ITS INTERSECTION WITH THE WESTERLY HIGHWAY BOUNDARY OF 1ST STREET;

THENCE ALONG SAID 1ST RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 73° 33' 15" WEST, A DISTANCE OF 25.37 FEET TO A POINT;
- 2) SOUTH 09° 44' 12" EAST, A DISTANCE OF 36.94 FEET TO A POINT;
- 3) SOUTH 83° 00' 48" WEST, A DISTANCE OF 10.01 FEET TO A POINT, AND
- 4) SOUTH 09° 27' 31" EAST, A DISTANCE OF 20.51 FEET TO A POINT AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN SAID LAND OF OAK-MITSUI ON THE NORTH AND LANDS NOW OR FORMERLY OF BRACKE PICKERING AND VONDA GROGAN AS DESCRIBED IN BOOK 3765 OF DEEDS AT PAGE 157, TAX PARCEL 27.15-19-1, ON THE SOUTH;

THENCE SOUTH 83° 00' 48" WEST, ALONG SAID PROPERTY DIVISION LINE, ALSO BEING THE FORMER SOUTHERLY RIGHT OF WAY OF RICHMOND STREET, A DISTANCE OF 25.28 FEET TO A POINT;

THENCE CONTINUING ALONG THE LAST SAID PROPERTY DIVISION LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS 987.08 FEET, LENGTH OF 136.68 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60° 54' 41" WEST, 136.58 FEET TO A POINT AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN SAID LANDS OF OAK-MITSUI ON THE NORTH AND LANDS NOW OR FORMERLY OF LYNN SHELDON AS

DESCRIBED IN BOOK 3765 OF DEEDS AT PATE 157, TAX PARCEL 27.15-19-2, ON THE SOUTH;

THENCE ALONG SAID PROPERTY DIVISION LINE BETWEEN OAK-MITSUI AND LYNN SHELTON THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 81° 22' 27" WEST, A DISTANCE OF 2.04 FEET TO A POINT; AND
- 2) SOUTH 09° 44' 12" EAST, A DISTANCE OF 0.91 FEET TO A POINT;

THENCE ALONG THE PROPERTY DIVISION LINE BETWEEN SAID LANDS OF OAK-MITSUI ON THE NORTH AND LANDS NOW OR FORMERLY OF STEPHEN HELM, AS DESCRIBED ON REEL 1579 OF DEEDS AT FRAME 193, TAX PARCEL 27.14-8-3.12, LANDS NOW OR FORMERLY OF DANIEL & STACY MERRILLS, AS DESCRIBED ON REEL 1509 AT FRAME 259, TAX PARCEL, 27.14-8-3, LANDS NOW OR FORMERLY OF ARTHUR & BRIAN EASTMAN, AS DESCRIBED IN BOOK 1275 OF DEEDS AT PAGE 515, TAX PARCEL 27.14-8-2, AND ABOVE SAID LANDS OF ARTHUR AND JUDITH EASTMAN, TAX PARCEL 27.14-8-1, ON THE SOUTH, ALONG A CURVE TO THE LEFT HAVING A RADIUS 993.60 FEET, LENGTH OF 299.55 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 46° 40' 21" WEST, 298.42 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 214,289± SQUARE FEET OR 4.919± ACRES OF LAND, MORE OR LESS.

ENVIRONMENTAL EASEMENT DESCRIPTION - NYSDEC SITE ID NO. 442052 AREA B

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND LYING WESTERLY OF THE BOSTON AND MAINE RAILROAD IN THE VILLAGE OF HOOSICK FALLS, COUNTY OF RENSSELAER AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF 1ST STREET AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF BEVERLY WAITEKUS AS DESCRIBED IN BOOK 6210 OF DEEDS AT PAGE 45, TAX PARCEL 27.15-16-26, ON THE SOUTH AND LAND NOW OR FORMERLY OF OAK-MITSUI TECHNOLOGIES LLC, AS DESCRIBED IN BOOK 1492 OF DEEDS AT PAGE 139 ON THE NORTH, THENCE RUNNING ALONG SAID 1ST STREET, NORTH 09° 26' 05" WEST, A DISTANCE OF 74.01 FEET TO A POINT;

THENCE NORTH 79° 35' 05" EAST, THROUGH LANDS NOW OR FORMERLY OF BOSTON AND MAINE RAILROAD COMPANY, TAX PARCEL 27.15-16-1; A DISTANCE OF 109.71 FEET TO A POINT;

THENCE SOUTH 10° 24' 55" EAST, CONTINUING THROUGH AND ALONG SAID LANDS OF BOSTON AND MAINE RAILROAD COMPANY, A DISTANCE OF 74.00 FEET TO A POINT AT ITS INTERSECTION WITH THE FIRST SAID PROPERTY DIVISION LINE;

THENCE SOUTH 79° 35' 03" WEST ALONG SAID PROPERTY DIVISION LINE A DISTANCE OF 110.98 FEET TO THE POINT OR PLACE OF BEGINNING

CONTAINING 8,165± SQUARE FEET OR 0.187± ACRES OF LAND, MORE OR LESS

ENVIRONMENTAL EASEMENT DESCRIPTION - NYSDEC SITE ID NO. 442052 AREA C

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND LYING WESTERLY OF LYMAN STREET IN THE VILLAGE OF HOOSICK FALLS, COUNTY OF RENSSELAER AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF LYMAN STREET AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF STANLEY & MARY REMANCUS AS DESCRIBED IN BOOK 1776 OF DEEDS AT PAGE 147, TAX PARCEL 27.15-16-2, ON THE SOUTH AND REPUTED LANDS NOW OR FORMERLY OF OAK-MITSUI TECHNOLOGIES LLC, TAX PARCEL 27.14-7-2, ON THE NORTH;

THENCE SOUTH 81° 15' 28" WEST, ALONG SAID PROPERTY DIVISION LINE, A DISTANCE OF 126.05 FEET TO A POINT AT IT INTERSECTION WITH LANDS NOW OR FORMERLY OF BOSTON AND MAINE RAILROAD COMPANY, TAX PARCEL 27.15-16-1, ON THE WEST;

THENCE NORTH 10° 24' 55" WEST, ALONG SAID LANDS OF BOSTON AND MAINE RAILROAD COMPANY, A DISTANCE OF 41.12 FEET TO A POINT;

THENCE ALONG THE REPUTED LANDS NOW OR FORMERLY OF FORREST S. WHITES THE FOLLOWING TWO COURSES AND DISTANCES

1) NORTH 81° 45' 28" EAST, A DISTANCE OF 45.79 FEET TO A POINT, AND
2) SOUTH 78° 00' 32" EAST, A DISTANCE OF 86.73 FEET TO A POINT AT ITS INTERSECTION WITH THE SAID EASTERLY RIGHT OF WAY OF LYMAN STREET;

THENCE SOUTH 10° 44' 32" EAST, ALONG SAID LYMAN STREET, A DISTANCE OF 10.00 FEET TO THE POINT OF PLACE OF BEGINNING



TOGETHER WITH AN EXISTING NEW YORK STATE FLOOD PROTECTION EASEMENT

CONTAINING 3,906± SQUARE FEET OR 0.090± ACRES OF LAND, MORE OR LESS

ATTACHMENT D



Firm Mailing Book for Accountable Mail

Name and Addresss of Sender Whiteman Osterman & Hanna LLP One Commerce Plaza Suite 1900 Albany, NY 12260		Check type of mail or service: <input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery (Extra Service) Postage Fee Handling Charge			Affix Stamp Here <i>(If issued as an international certificate of mailing or for additional copies of this receipt)</i> <i>Postmark with Date of Receipt</i>											
USPS Tracking/Article Number 92148969009997901425079845 		Name & Address Mark Surdam Town Of Hoosick P.O. Box 17 Hoosick Falls, NY 12090			\$4.40							\$0.00	\$2.32			
USPS Tracking/Article Number 92148969009997901425079876 		Name & Address Robert Allen Village Of Hoosick Municipal Building 24 Main Street Hoosick Falls, NY 12090			\$4.40							\$0.00	\$2.32			
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	POSTMASTER, PER (Name of Receiving Employee)														