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.

651483079EAS0017

Westchester County Recording & Endorsement Page

Submitter Information

Name:	Benchmark Title Agency	Phone:	9144091939
Address 1:	222 Bloomingdale Road	Fax:	
Address 2:		Email:	rfragiacomo@benchmarkta.com
City/State/Zip:	White Plains NY 10605	Reference for Submitter:	BRS1212419C

Document Details

Control Number: **651483079** Document Type: **Easement (EAS)**

Package ID: 2025052800051001001 Document Page Count: **15** Total Page Count: **17**

Parties

☐ Additional Parties on Continuation page

	1st PARTY		2nd PARTY	
1:	WB 30 WATER ST LLC	- Other	1: NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATIOI	- Other
2:	OSSINING VILLAGE OF	- Other	2:	

Property

☑ Additional Properties on Continuation page

Street Address: 30 WATER STREET Tax Designation: 89.19-6-30

City/Town: OSSINING TOWN Village: OSSINING

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: TP-584

Recording Fees

Statutory Recording Fee:	$40.00
Page Fee:	$80.00
Cross-Reference Fee:	$0.00
Mortgage Affidavit Filing Fee:	$0.00
RP-5217 Filing Fee:	$0.00
TP-584 Filing Fee:	$5.00
RPL 291 Notice Fee:	$0.00
Local Tax Receipt Filing Fee:	$0.00
Total Recording Fees Paid:	**$125.00**

Transfer Taxes

Consideration:	$0.00
Transfer Tax:	$0.00
Mansion Tax:	$0.00
Transfer Tax Number:	1931

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: 09/11/2025 at 03:30 PM

Control Number: **651483079**

Witness my hand and official seal

Timothy C.Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

BENCHMARK TITLE AGENCY
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605

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.

651483079EAS0017

Westchester County Recording & Endorsement Page

Document Details

Control Number: **651483079** Document Type: **Easement (EAS)**

Package ID: 2025052800051001001 Document Page Count: 15 Total Page Count: 17

Properties Addendum

N/A WATER STREET 10562	OSSINING TOWN	OSSINING	89.19 6 28.1
N/A CENTRAL AVENUE OSSINING 10562	OSSINING TOWN	OSSINING	89.19 6 29.1

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

THIS INDENTURE made this 7th day of August, 2025, between Owners, WB 30 Water Street, LLC, having an office at 480 Bedford Rd., Chappaqua, and Village of Ossining, having an office at 16 Croton Ave., Ossining, County of Westchester, State of New York (collectively, 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 30 Water Street, N/A Water Street, N/A Central Avenue in the Village of Ossining, 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 number: Section 89.19 Block 6 Lots 30, 29.1, & 28.1 (f/k/a Lots 26, 27, 28, & 29), being the same as that property conveyed to Grantors by deed dated December 26, 1957 and recorded in the Westchester County Clerk's Office in Liber and Page 5770/275, and by deed dated October 24, 2024 and recorded in the Westchester County Clerk's Office in Instrument No. 642833086. The property subject to this Environmental Easement (the "Controlled Property") comprises part of the subject tax lots of approximately 2.815 +/- acres, and is hereinafter more fully described in the Land Title Survey dated July 6, 2021, and last revised July 16, 2025, prepared by Jeffrey Derosa, 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 Brownfield Cleanup Agreement IndexNumber: C360172-10-23, 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 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 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: C360172
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.

WB 30 Water Street, LLC:

By: _____

Print Name: William Balter

Title: Managing Member Date: 7/21/25

Grantor's Acknowledgment

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

On the 21st day of July, in the year 2025, before me, the undersigned, personally appeared William Balter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public - State of New York

Christine A. Crisci
Notary Public, State of New York
LIC # 01CR6365109
Qualified in Westchester County
Comm. Exp. September 25, 2025

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

Village of Ossining:

By: _____

Print Name: Maddi Zacharz

Title: Asst. Village Mgr. Date: 7/21/25

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF Westchester

On the 21 day of July, in the year 2025 before me, the undersigned, personally appeared Maddi Zacharz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public - State of New York

STUART E. KAHAN
Notary Public, State of New York
No. 02KA4769001
Qualified in Westchester County
Commission Expires June 30, 2026

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

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

Grantee's Acknowledgment

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

On the 7th day of August, in the year 2025 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

Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

SCHEDULE "A" PROPERTY DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in the Village of Ossining, County of Westchester, and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly line of Central Avenue, said point being on the common boundary line of lands now or formerly belonging to J & J Main Street, LLC on the east and lands now or formerly belonging to Village of Ossining on the west; running thence along the easterly line of said lands of Village of Ossining and the westerly line of said lands of J & J Main Street, LLC, lands now or formerly belonging to Tino Talic and lands now or formerly belonging to Michael J. Campbell Jr.
South 15°46'17" West 40.90 feet,
South 19°46'17" West 64.77 feet, and
South 22°46'17" West 147.26 feet to the northerly line of other lands now or formerly belonging to Village of Ossining;

thence along the northerly line of said lands,
North 75°49'43" West 38.79 feet,
South 70°46'17" West 39.00 feet, and
South 40°46'17" West 52.00 feet to the northerly line of lands now or formerly belonging to Ovo Property Group LLC;

thence along said lands,
North 66°30'03" West 28.50 feet,
South 26°33'57" West 77.25 feet,
South 03°55'57" West 27.10 feet,
South 07°58'53" East 22.50 feet, and
South 27°34'53" East 25.50 feet to the northerly line of Main Street;

thence along the northerly line of Main Street,
South 62°22'57" West 69.38 feet,
South 60°04'17" West 46.85 feet,
South 56°50'27" West 84.75 feet,
South 51°41'57" West 34.71 feet, and
South 45°10'37" West 43.64 feet to the northeasterly line of lands now or formerly belonging to Victor & Jackqueline Calderon;

thence along said line North 67°02'03" West 82.25 feet to the easterly line of Water Street;

thence along said easterly line of Water Street,
North 05°49'43" West 73.06 feet,
North 28°14'23" West 103.47 feet,
North 59°05'07" East 8.35 feet, and
North 31°35'53" West 7.92 feet to a non – tangent curve connecting the easterly line of Water Street with the southerly line of Central Avenue;
thence along said curve turning to the right with a radius of 50.00 feet, an arc length of 47.49 feet and a delta angle of 54°25'30", to a point of tangency,

thence continuing along said southerly line of Central Avenue,

North 57°28'07" East 177.31 feet,
North 60°19'27" East 91.71 feet,
North 59°14'47" East 55.78 feet,
North 57°35'07" East 24.75 feet,
North 54°40'07" East 22.53 feet,
North 53°08'07" East 69.48 feet,
North 57°28'07" East 36.20 feet,
North 53°00'57" East 40.05 feet, and
North 76°38'07" East 152.98 feet, to the point or place of Beginning.

EXCLUDING THEREFROM all that certain piece or parcel of land situate, lying and being in the Village of Ossining, County of Westchester, and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly line of Central Avenue, said point being South 76°38'07" West 50.54 feet from the common boundary line of lands now or formerly belonging to J & J Main Street, LLC on the east and lands now or formerly belonging to Village of Ossining on the west;

thence through said lands of Village of Ossining the following bearings and distances:
South 30°00'53" West 24.83 feet, (L1)
South 22°25'29" West 25.41 feet, (L2)
South 42°16'29" West 20.86 feet, (L3)
South 59°34'32" West 51.74 feet, (L4)
South 77°27'28" West 33.26 feet, (L5)
South 29°18'00" West 57.41 feet, (L6)
South 52°02'54" West 52.75 feet, (L7)
South 43°35'29" West 44.28 feet, (L8)
South 50°12'02" West 33.93 feet, (L9)
South 56°34'06" West 43.26 feet, (L10)
South 42°15'37" West 34.61 feet, (L11)
South 59°01'25" West 49.50 feet, (L12)
South 38°43'18" West 30.01 feet, (L13)
South 55°26'19" West 28.95 feet, (L14)
South 60°00'28" West 64.50 feet, (L15)
South 66°43'01" West 40.16 feet, (L16)
South 48°43'48" West 24.87 feet, (L17)
North 30°54'37" West 20.48 feet, (L18)
North 67°02'06" East 18.46 feet, (L19)
North 64°24'02" East 37.47 feet, (L20)
North 52°09'10" East 13.59 feet, (L21)
North 68°11'06" East 30.56 feet, (L22)
North 52°27'26" East 35.90 feet, (L23)
North 53°24'31" East 36.40 feet, (L24)
North 52°50'25" East 14.29 feet, (L25)
North 21°42'53" East 7.99 feet, (L26)
North 49°18'59" East 30.98 feet, (L27)
North 45°35'19" East 20.69 feet, (L28)
North 36°49'24" East 16.49 feet, (L29)
North 43°23'00" East 51.06 feet, (L30)
North 69°52'07" East 39.93 feet, (L31)

North 01°13'35" West 7.84 feet, (L32)
North 55°06'41" East 57.09 feet, (L33)
North 40°38'26" East 71.88 feet (L34)
North 74°40'45" East 11.10 feet, (L35)
North 18°26'58" East 14.92 feet, (L36)
North 52°30'15" East 25.37 feet, (L37)
North 30°20'12" East 16.54 feet, (L38)
North 44°21'59" East 18.64 feet, (L39)
North 69°51'21" East 49.21 feet, (L40) and
North 37°05'31" East 18.29 feet (L41) to the southerly line of Central Avenue,
North 76°38'07" East 16.05 feet (L42) along said southerly line of Central Avenue to the point or place of Beginning.

Containing a total area, after exclusion, of 2.815 acres

WB 30 WATER STREET, LLC BCP SITE/ENVIRONMENTAL EASEMENT

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Ossining, County of Westchester and State of New York, being part of Lot 1 on a certain map entitled "Final Subdivision Plat known as Station Plaza" filed in the Westchester County Clerk's Office on September 18, 2024 as filed map #29814, further bounded and described as follows:

BEGINNING at a point on the southerly line of Central Avenue, said point being at the easterly end of a curve having a radius of 50 feet, a central angle of 54 degrees 25 minutes 30 seconds and an arc length of 47.49 feet, connecting the southerly line of Central Avenue with the easterly line of Water Street;

THENCE from said point along the southern line of Central Avenue the following courses and distances:

North 57 degrees 28 minutes 07 seconds East 177.31 feet,
North 60 degrees 19 minutes 27 seconds East 91.71 feet and
North 59 degrees 14 minutes 47 seconds East 36.70 feet to the westerly line of Lot 2 as shown on the aforementioned Filed Map;

THENCE along said line, South 30 degrees 45 minutes 13 seconds East 32.85 feet and South 44 degrees 31 minutes 52 seconds East 115.84 feet to a point on the northerly line of lands now or formerly belonging to Ovo Property Group, LLC;
THENCE along said line the following four (4) courses and distances:

South 26 degrees 33 minutes 57 seconds West 77.25 feet,
South 03 degrees 55 minutes 57 seconds West 27.10 feet,
South 07 degrees 58 minutes 53 seconds East 22.50 feet and
South 27 degrees 34 minutes 53 seconds East 25.50 feet to a point on the northerly line of Main Street;

THENCE along said line the following five (5) courses and distances:

South 62 degrees 22 minutes 57 seconds West 69.38 feet,
South 60 degrees 04 minutes 17 seconds West 46.85 feet,

South 56 degrees 50 minutes 27 seconds West 84.57 feet,
South 51 degrees 41 minutes 57 seconds West 34.71 feet and
South 45 degrees 10 minutes 37 seconds West 43.64 feet to the northerly line of lands now or formerly belonging to Victor & Jackqueline Calderon;

THENCE along said line, North 67 degrees 02 minutes 03 seconds West 82.25 feet to a point on the easterly line of Water Street;

THENCE along said line the following four (4) courses and distances:

North 05 degrees 49 minutes 43 seconds West 73.06 feet,
North 28 degrees 14 minutes 23 seconds West 103.47 feet,
North 59 degrees 05 minutes 07 seconds East 8.35 feet and
North 31 degrees 35 minutes 35 seconds West 7.92 feet to a non-tangent curve;

THENCE continuing along Water Street and along said curve, to the right having a radius of 50.00 feet, and an arc length of 47.49 feet and a radial bearing to its center of South 86 degrees 57 minutes 34 seconds East to the point or place of BEGINNING.

EXCLUDING THEREFROM the following "Land Under Water":

COMMENCING at a point on the southerly line of Central Avenue, said point being at the easterly end of a curve having a radius of 50 feet, a central angle of 54 degrees 25 minutes 30 seconds and an arc length of 47.49 feet, connecting the southerly line of Central Avenue and the easterly line of Water Street;

THENCE from said point along the southerly line of Central Avenue the following courses and distances:

North 57 degrees 28 minutes 07 seconds East 177.31 feet,
North 60 degrees 19 minutes 27 seconds East 91.71 feet and
North 59 degrees 14 minutes 47 seconds East 36.70 feet to the westerly line of Lot 2 as shown on the aforementioned Filed Map;

THENCE along said line, South 30 degrees 45 minutes 13 seconds East 32.85 feet and South 44 degrees 31 minutes 52 seconds East 30.35 feet to the true point of Beginning;

THENCE continuing along said line, South 44°31'52" East 24.54 feet to a point;

THENCE running through the aforementioned Lot 1 the following courses and distance:

South 50°12'02" West 27.83 feet,
South 56°34'06" West 43.26 feet,
South 42°15'37" West 34.61 feet,
South 59°01'25" West 49.50 feet,
South 38°43'18" West 30.01 feet,
South 55°26'19" West 28.95 feet,
South 60°00'28" West 64.50 feet,
South 66°43'01" West 40.16 feet,
South 48°43'48" West 24.87 feet,

North 30°54'37" West 20.48 feet,
North 67°02'06" East 18.46 feet,
North 64°24'02" East 37.47 feet,
North 52°09'10" East 13.59 feet,
North 68°11'06" East 30.56 feet,
North 52°27'26" East 35.90 feet,
North 53°24'31" East 36.40 feet,
North 52°50'25" East 14.29 feet,
North 21°42'53" East 7.99 feet,
North 49°18'59" East 30.98 feet,
North 45°35'19" East 20.69 feet,
North 36°49'24" East 16.49 feet,
North 43°23'00" E ast 51.06 feet and
North 69°52'07" East 27.07 feet to the point or place of BEGINNING.

Total Net Area after exclusion = 1.908 acres

VILLAGE OF OSSINING BCP SITE/ENVIRONMENTAL EASEMENT

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Ossining, County of Westchester and State of New York, being part of Lot 2 on a certain map entitled "Final Subdivision Plat known as Station Plaza", filed in the Westchester County Clerk's Office on September 18, 2024 as Filed Map #29814, further bounded and described as follows

BEGINNING at a point on the southerly line of Central Avenue where the same is intersected by the division line of Lots 1 & 2 on the aforementioned Filed Map;

THENCE along said line of Central Avenue the following seven (7) courses and distances:

North 59 degrees 14 minutes 47 seconds East 19.08 feet,
North 57 degrees 35 minutes 07 seconds East 24.75 feet,
North 54 degrees 40 minutes 07 seconds East 22.53 feet,
North 53 degrees 08 minutes 07 seconds East 69.48 feet,
North 57 degrees 28 minutes 07 seconds East 36.20 feet,
North 53 degrees 00 minutes 57 seconds East 40.05 feet and
North 76 degrees 38 minutes 07 seconds East 152.98 feet to a point on the westerly line of lands now or formerly belonging to J&J Main Street, LLC;

THENCE along said line and also along lands now or formerly belonging to Tino Talic and lands now or formerly belonging to Michael J. Campbell Jr. the following three (3) courses and distance:

South 15 degrees 46 minutes 17 seconds West 40.90 feet,
South 19 degrees 46 minutes 17 seconds West 64.77 feet,
South 22 degrees 46 minutes 17 seconds West 147.26 feet to a point on the northerly line of lands now or formerly belonging to the Village of Ossining;

THENCE along said lands the following three (3) courses and distances:

North 75 degrees 49 minutes 43 seconds West 38.79 feet,
South 70 degrees 46 minutes 17 seconds West 39.00 feet, and

South 40 degrees 46 minutes 17 seconds West 52.00 feet to a point on the northerly line of lands now or formerly belonging to Ovo Property Group, LLC;

THENCE along said line, North 66 degrees 30 minutes 03 seconds West 28.50 feet to the easterly line of Lot 1 on the aforementioned Filed Map;

THENCE along said line, North 44 degrees 31 minutes 52 seconds West 115.84 feet and North 30 degrees 45 minutes 13 seconds West 32.85 feet to the point or place of BEGINNING.

EXCLUDING THEREFROM the following "Land Under Water":

COMMENCING at a point on the southerly line of Central Avenue where the same is intersected by the division line of Lots 1 & 2 on the aforementioned Filed Map;

THENCE along said line, South 30 degrees 45 minutes 13 seconds East 32.85 feet and South 44 degrees 31 minutes 52 seconds East 30.35 feet to the true point of BEGINNING;

THENCE through said lot 2 the following:

North 69 degrees 52 minutes 07 seconds East 12.86 feet,
North 01 degrees 13 minutes 35 seconds West 7.84 feet,
North 55 degrees 06 minutes 41 seconds East 57.09 feet,
North 40 degrees 38 minutes 26 seconds East 71.88 feet,
North 74 degrees 40 minutes 45 seconds East 11.10 feet,
North 18 degrees 26 minutes 58 seconds East 14.92 feet,
North 52 degrees 30 minutes 15 seconds East 25.37 feet,
North 30 degrees 20 minutes 12 seconds East 16.54 feet,
North 44 degrees 21 minutes 59 seconds East 18.64 feet,
North 69 degrees 51 minutes 21 seconds East 49.21 feet,
North 37 degrees 05 minutes 31 seconds East 18.29 feet,
North 76 degrees 38 minutes 07 seconds East 16.05 feet,
South 30 degrees 00 minutes 53 seconds West 24.83 feet,
South 22 degrees 25 minutes 29 seconds West 25.41 feet,
South 42 degrees 16 minutes 29 seconds West 20.86 feet,
South 59 degrees 34 minutes 32 seconds West 51.74 feet,
South 77 degrees 27 minutes 28 seconds West 33.26 feet,
South 29 degrees 18 minutes 00 seconds West 57.41 feet,
South 52 degrees 02 minutes 54 seconds West 52.75 feet,
South 43 degrees 35 minutes 29 seconds West 44.28 feet,
South 50 degrees 12 minutes 02 seconds West 6.10 feet and
North 44 degrees 31 minutes 52 seconds West 24.54 feet to the point or place of BEGINNING.

Total Net Area after Exclusions = 0.907 acres

Notice to County

September 16, 2025

Bernard Thombs, Chair
Westchester County Planning Board
148 Martine Avenue
White Plains, New York 10601

Re: Environmental Easement

Dear Mr. Hyman:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on August 7, 2025, by WB 30 Water Street, LLC and the Village of Ossining, for property at 30 Water Street, Water Street, and Center Avenue, Ossining, New York 10562. Tax Map Nos., 89.19-6-30, 89.19-6-28.1 and 89.19-6-29.1 DEC Site No: C360172.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and/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,

HAC Water Street Corporation
WB 30 Water Street, LLC

Notice to Municipality

September 16, 2025

Seth Roye, Chair
The Village of Ossining
Planning Board
16 Croton Avenue
Ossining, New York 10562

Re: Environmental Easement

Dear Mr. Roye:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on August 7, 2025, by WB 30 Water Street, LLC and the Village of Ossining, for property at 30 Water Street, Water Street, and Center Avenue, Ossining, New York 10562. Tax Map Nos., 89.19-6-30, 89.19-6-28.1 and 89.19-6-29.1 DEC Site No: C360172.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and/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,

HAC Water Street Corporation
WB 30 Water Street, LLC

NEW YORK STATE DEPARTMENT ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL § 27-1401 *et seq.*

Ossining Gas Works DPW Site
DEC Site No.: C360172
Located at: p/o 30 Water Street, p/o Water Street and p/o Central Avenue Ossining
Ossining, New York 10562

Volunteers: WB 30 Water Street, LLC and
HAC Water Street Corporation
480 Bedford Road
Chappaqua, New York 10514

AFFIRMATION OF LINDA R. SHAW IN SUPPORT OF MAILING MUNICIPAL NOTICES

I, **LINDA R. SHAW**, an attorney admitted to practice in the State of New York, affirms under penalty of perjury the following:

1. Knauf Shaw LLP are the attorneys of record for the Volunteer for the New York State Brownfield Cleanup Program Site ("BCP") Ossining Gas Works DPW Site, Site Number C360172.
2. On September 16, 2025, I caused a true copy of a Notice to Municipality with a copy of the recorded Environmental Easement to be mailed to Seth Roye, Chair, The Village of Ossining Planning Board, 16 Croton Avenue, Ossining, New York 10562, by depositing a true copy of the same enclosed in a Certified Mail, Return Receipt Requested, postpaid, addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.
3. On September 16, 2025, I caused a true copy of a Notice to County with a copy of the recorded Environmental Easement to be mailed to Bearnard Thombs, Chair, Westchester County Planning Board, 148 Martine Avenue, White Plains, New York 10601, by depositing a true copy of the same enclosed in a Certified Mail, Return Receipt Requested, postpaid, addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

WHEREFORE, Linda Shaw respectfully requests that this affirmation is acceptable proof of mailing for the municipal notices required for the Brownfield Cleanup Program Site.

Dated: September 16, 2025

Linda R. Shaw

LINDA R. SHAW



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 11.02

Total Postage a
$

Sent To

Street and Apt. N

City, State, ZIP+

Postmark Here

PS Form 3800,

9589 0710 5270 1209 8685 73

Seth Roye, Chair
The Village of Ossining
Planning Board
16 Croton Avenue
Ossining, New York 10562

CERTIFIED MAIL®

9589 0710 5270 1209 8685 73

KNAUF SHAW LLP

2600 Innovation Square
100 South Clinton Avenue
Rochester, New York 14604

FIRST-CLASS

US POSTAGE™ PITNEY BOWES

ZIP 14614
02 7H
0001357067

$ 011.02⁰
SEP 16 2025

Seth Roye, Chair
The Village of Ossining
Planning Board
16 Croton Avenue
Ossining, New York 10562

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Seth Roye, Chair
The Village of Ossining
Planning Board
16 Croton Avenue
Ossining, New York 10562

9590 9402 9084 4122 3473 05

9589 0710 5270 1209 8685 73

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

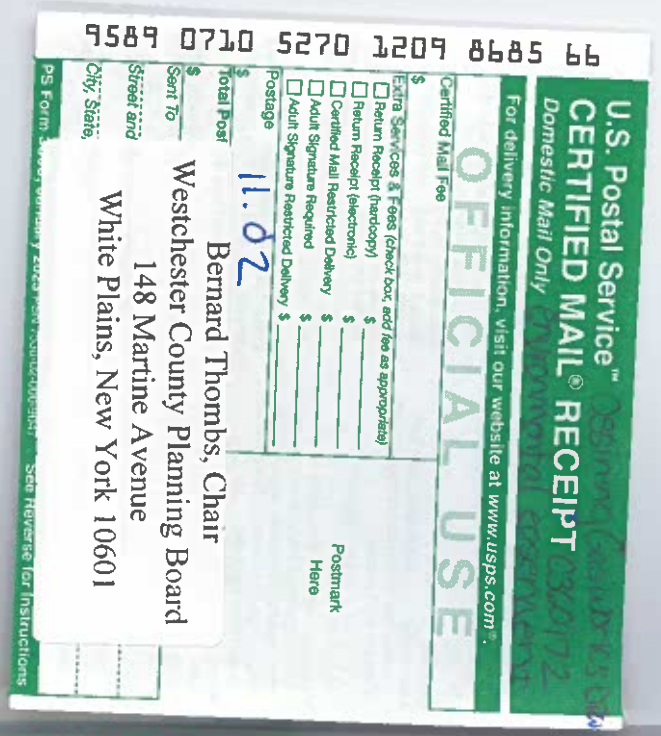
B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ ıred Mail
- ☐ ıred Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



CERTIFIED MAIL®

9589 0710 5270 1209 8685 66

FIRST-CLASS

US POSTAGE™ PITNEY BOWES

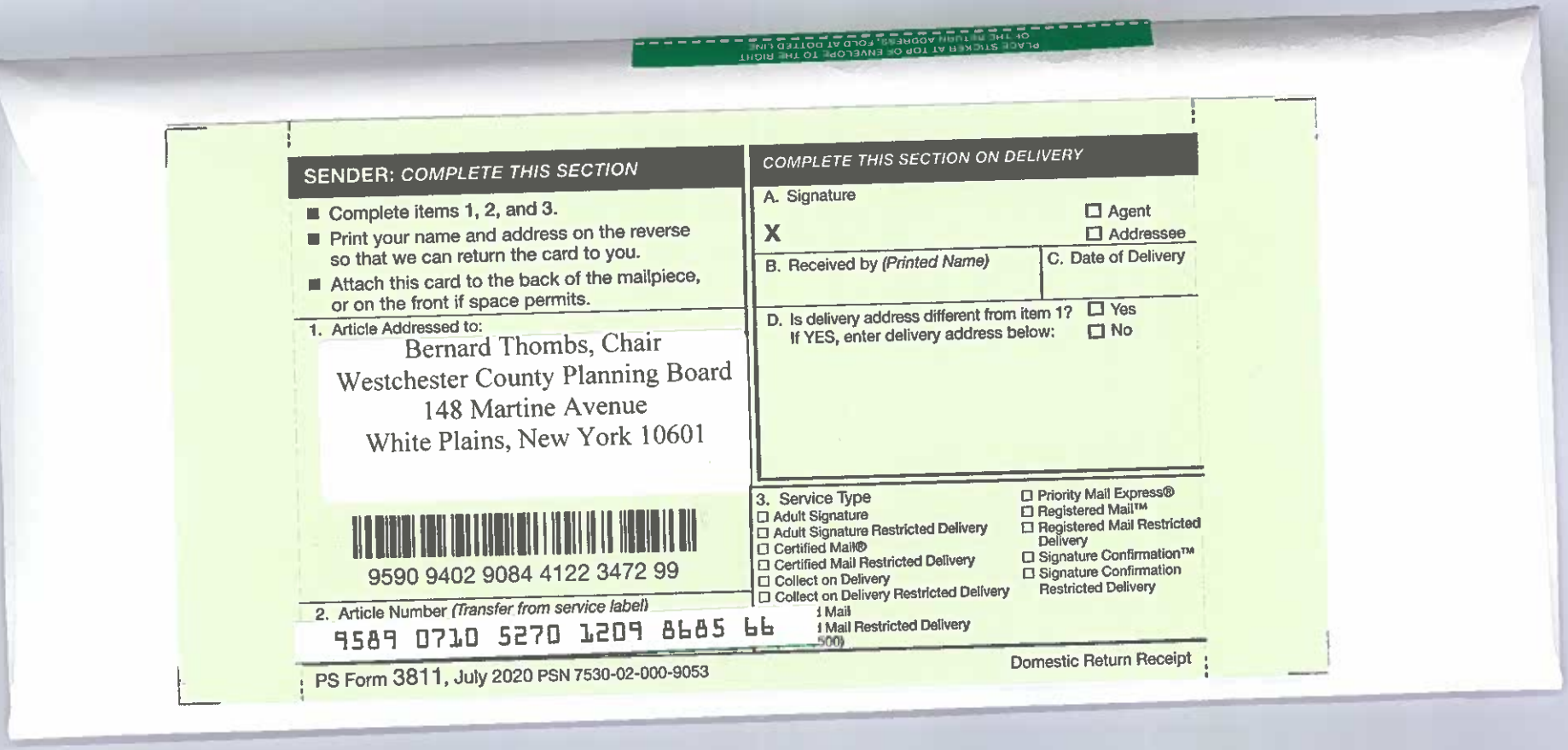
ZIP 14614
02 7H
0001357067

$ 011.02⁰
SEP 16 2025

KNAUF SHAW LLP

2600 Innovation Square
100 South Clinton Avenue
Rochester, New York 14604

Bernard Thombs, Chair
Westchester County Planning Board
148 Martine Avenue
White Plains, New York 10601



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bernard Thombs, Chair
Westchester County Planning Board
148 Martine Avenue
White Plains, New York 10601

9590 9402 9084 4122 3472 99

2. Article Number *(Transfer from service label)*

9589 0710 5270 1209 8685 66

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- 500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt