

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of a Settlement
Relating to the Carmel Shop-Rite Plaza.
Voluntary Cleanup Site,
by

**ORDER ON CONSENT
and
ADMINISTRATIVE
SETTLEMENT**

Urstadt Biddle Properties Inc.
Settling Respondent.

Index # W3-1162-11-11

Site # V00104

WHEREAS,

1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and may issue orders consistent with the authority granted to the Commissioner of the Department by such statute.

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

C. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13, ECL 3-0301, and resolves the liability of the Settling Respondent to the State under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9601 et seq, to the extent set forth herein. Accordingly, pursuant to CERCLA Section 113(f)(3)(B), 42 U.S.C. § 9613(f)(3)(B), the Settling Respondent may seek contribution from persons not parties to this Order to the extent set forth in Subparagraph VIII.F.

2. Urstadt Biddle Properties Inc. ("Settling Respondent"), a foreign business corporation organized and existing under Maryland state law, is the current owner of Carmel Shop-Rite Plaza located at 180 Gleneida Avenue (Route 52) in the Town of Carmel, County of Putnam, State of New York (hereinafter the "Site"). Exhibit "A" is a map indicating the general area of the Site.

3. The Site is not currently listed in the *Registry* of Inactive Hazardous Waste Disposal Sites in New York State. The Site is currently assigned Voluntary Cleanup Program site number V00104.

4. The Department and MIF Realty, LP ("MIF"), the prior owner of the Site, executed a Remedial Investigation ("RI") Voluntary Cleanup Agreement, Index # D3-0001-97-04, dated

March 31, 1998. During the RI, MIF excavated and removed contaminated soils, and installed a soil vapor extraction system which was subsequently converted to a sub-slab depressurization system ("SSDS") as interim remedial measures ("IRMs"), and conducted groundwater monitoring. Based upon review of data, the Department requested that MIF expand the SSDS. MIF declined to install the SSDS expansion; the Settling Respondent voluntarily installed the expanded SSDS. Additionally, MIF did not pay the sum of \$14,903.55 for Departmental oversight costs invoiced in Bill No. 4, dated December 15, 2008.

5. The Department issued a Proposed Decision Document in October 2011. Following a period of public comment, the Department issued the final Decision Document in December 2011 which sets forth the Department's selected remedy for the Site.

6. The goals of this Order are for the (i) Settling Respondent to pay to the Department the sum of Eight Thousand Five Hundred U.S. Dollars (\$8,500.00 USD) in settlement of past State Costs billed relative to the Voluntary Cleanup Program for the Site and oversight costs related to this Order, (ii) Settling Respondent to submit a Site Management Plan ("SMP") for the Department's approval and implement the approved SMP, (iii) Settling Respondent to file the necessary deed restrictions as required in the final Decision Document, and (iv) Department to provide the Settling Respondent with contribution protection provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), and/or any other applicable federal or state law, for the matters addressed by this Order on Consent.

7. The Settling Respondent consents to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from the Site; or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment. The existence of this Order shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of any third party.

8. The Settling Respondent, solely with regard to matters set forth below, hereby waives any right to a hearing as may be provided by law, only with respect to the acts it agrees to undertake pursuant to this Order, consents to the issuance and entry of this Order, and agrees to be bound by its terms. The Settling Respondent consents to, and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, agrees not to contest the validity of this Order or its terms, and agrees not to challenge the Decision Document or its terms.

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

I. Payment

In full satisfaction of the Department's claim for the recovery and reimbursement of past State Costs relative to the Voluntary Cleanup Program for the Site and for oversight costs related to this Order, the Settling Respondent shall within twenty (20) days of the

effective date of this Order remit to the Department the amount of \$8,500.00 USD, by certified or cashier's check made payable to the Department of Environmental Conservation and delivered to:

Donna Weigel
Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7012

II. Site Management Plan

The Site Management Plan is a Work Plan whose objective is to identify and implement the institutional and engineering controls required for the Site, as well as any necessary monitoring and/or operation and maintenance of the remedy. Within 30 days of the effective date of this Order, Settling Respondent shall submit a SMP for the Department's approval. The Department-approved SMP shall be incorporated into and become an enforceable part of this Order. Upon approval of the SMP Work Plan by the Department, Settling Respondent shall implement the SMP in accordance with the schedule and provisions contained therein.

III. Declaration of Covenants and Restrictions

A. Within thirty (30) Days after the Department's execution of this Order, Settling Respondent shall submit to the Department for approval a Declaration of Covenants and Restrictions to run with the land which provides for covenants and restrictions consistent with the final Decision Document. The submittal shall be substantially similar to Exhibit "B." Settling Respondent shall cause such instrument to be recorded with the County Clerk in the county in which the Site is located within thirty (30) Days after the Department's approval of such instrument. Settling Respondent shall provide the Department with a copy of such instrument certified by the County Clerk to be a true and faithful copy within thirty (30) Days of such recording (or such longer period of time as may be required to obtain a certified copy provided Settling Respondent advises the Department of the status of its efforts to obtain same within such 30 Day period).

B. Settling Respondent or the owner of the Site may petition the Department to modify or terminate the Declaration of Covenants and Restrictions filed pursuant to this Paragraph at such time as it can certify that the Site is protective of human health and the environment for unrestricted or residential uses without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer. The Department will not unreasonably withhold its consent.

IV. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, the Trustee of the State's natural resources, and their representatives and employees harmless as provided by 6 NYCRR 375-2.5(a)(3)(i).

V. Public Notice

A. Within thirty (30) Days after the effective date of this Order, Respondent shall provide notice as required by 6 NYCRR 375-1.5(a). Within sixty (60) Days of such filing, Respondent shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy.

B. If Respondent proposes to transfer by sale or lease the whole or any part of Respondent's interest in the Site, or becomes aware of such transfer, Respondent shall, not fewer than forty-five (45) Days before the date of transfer, or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Respondent to secure the repayment of money or the performance of a duty or obligation.

VI. Release and Covenant not to Sue

Upon (i) receipt of the total amount referenced in Paragraph I of this Order, (ii) approval of the SMP referenced in Paragraph II of this Order, and (iii) the Department's receipt of proof of the recording the Declaration of Covenants and Restrictions referenced in Paragraph III of this Order, such acceptance shall constitute a release and covenant not to sue for each and every claim, demand, remedy, or action whatsoever against the Settling Respondent, and the Settling Respondent's directors, officers, employees, agents, servants, successors and assigns (except successors and assigns who were responsible under law for the development and implementation of a Remedial Program at the Site prior to the effective date of this Order), and their respective secured creditors, which the Department has or may have pursuant to Article 27, Title 13 of the ECL, to recover natural resource damages, or pursuant to any other provision of State or Federal statutory or common law, including but not limited to § 9607(a) of CERCLA, 42 U.S.C. § 9607(a), involving or relating to the disposal of hazardous wastes at the Site; provided, however, that the Department specifically reserves all of its rights concerning, and any such release and covenant not to sue shall not extend to any further investigation or remediation the Department deems necessary due to newly discovered information or environmental conditions on-Site or off-Site which are related to the disposal of hazardous wastes at the Site and which indicate that the Remedial Program is not protective of public health and/or the environment.

The Department shall notify the Settling Respondent in writing of such newly discovered information or environmental conditions and of its basis for determining that the Remedial Program is not protective of public health and/or the environment. For purposes of this Order only, previously known environmental conditions at the Site and previously known information include all conditions and information known to the Department's Division of Environmental Remediation staff as of the effective date of the Order.

This release and covenant not to sue shall be null and void, *ab initio*, in the event of fraud relating to the execution or implementation of this Order or in the event of the Settling Respondent's failure to materially comply with any provision of this Order subsequent to issuance of a release and covenant not to sue. The Department's determination that the Settling Respondent has committed fraud or has materially failed to comply with this Order shall be subject to dispute resolution pursuant to 6 NYCRR 375-1.5(b)(2).

Nothing herein shall be construed as barring, diminishing, adjudicating, or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action, or demands whatsoever that (i) the Settling Respondent may have against anyone other than the Department, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), and (ii) the Department may have against anyone other than the Settling Respondent, and the Settling Respondent's directors, officers, employees, agents, and servants, and those successors and assigns of the Settling Respondent that were not responsible under law for the development and implementation of a Remedial Program at the Site prior to the effective date of this Order, and their respective secured creditors.

VII. Reservation of Rights

A. Except as provided in Paragraph VI, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to require performance of further investigations and/or response action(s), to recover natural resource damages, and/or to exercise any summary abatement powers with respect to any person, including the Settling Respondent.

B. Except as otherwise provided in this Order, the Settling Respondent specifically reserves all rights and defenses under applicable law respecting any Departmental assertion of remedial liability against the Settling Respondent and further reserves all of its rights respecting the enforcement of this Order, including the rights to notice, to be heard, to appeal, and to any other due process. Except as specifically provided in this Order, the existence of this Order or the Settling Respondent's compliance with it shall not be construed as an admission of liability, fault, wrongdoing, or breach of standard of care by the Settling Respondent, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of anyone who is not a party to this Order. Further, the

Settling Respondent specifically reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers for past or future response and/or cleanup costs or such other costs or damages arising from the contamination at the Site as may be provided by law, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

VIII. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

1. Communication from Respondent shall be sent to:

Jamie Verrigni
Division of Environmental Remediation
Remedial Bureau C, Section A
New York State Department of Environmental Conservation
625 Broadway, 11th Floor
Albany, NY 12233-7015
jlvverig@gw.dec.state.ny.us

Note: One hard copy of work plans is required, as well as one electronic copy.

with copies to:

George Heitzman
gwheitzm@gw.dec.state.ny.us

Note: Electronic transmittal of all correspondence, work plans and reports.

Fay Navratil
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216
fsn01@health.state.ny.us

Note: One hard copy of work plans is required, as well as one electronic copy.

Charlotte Bethony
cmb18@health.state.ny.us

Note: Electronic transmittal of all correspondence, work plans and reports.

Rosalie K. Rusinko, Esq.
Office of General Counsel
New York State Department of Environmental Conservation
100 Hillside Avenue, Suite 1W
White Plains, New York 10603-2860
rkrusink@gw.dec.state.ny.us
Correspondence only.

2. Communication to be made from the Department shall be sent to:

Thomas D. Myers
Executive Vice President, Counsel & Secretary
Urstadt Biddle Properties Inc.
321 Railroad Avenue
Greenwich, CT 06830
tmyers@ubproperties.com

B. The Department and Respondent reserve the right to designate additional or different addressees for communication upon written notice to the other.

C. Each party shall notify the other within ninety (90) Days after any change in the addresses in this Paragraph VIII or in Paragraph I.

IX. Miscellaneous

A. Settling Respondent agrees to comply with and be bound by the applicable provisions of 6 NYCRR Subparts 375-1 and 375-2; the provisions of such Subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Order to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Order.

B. Settling Respondent and Settling Respondent's successors and assigns shall be bound by this Order. Any change in ownership or corporate status of the Settling Respondent shall in no way alter Settling Respondent's responsibilities under this Order.

C. The paragraph headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order. The terms of this Order constitute the entire agreement between the Department and Settling Respondent concerning implementation of the activities required by this Order.

D. 1. The terms of this Order shall constitute the complete and entire agreement between the Department and Respondent concerning the implementation of the activities required by this Order. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order. In the event of a conflict between the terms of this Order and any Work Plan submitted pursuant to this Order, the terms of this Order shall control over the terms of the Work Plan(s). Respondent consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Order.

2. i. Except as set forth herein, if Respondent desires that any provision of this Order be changed, Respondent shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph VIII.A.1.

ii. If Respondent seeks to modify an approved SMP, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph VIII.A.1.

iii. Requests for a change to a time frame set forth in this Order shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Respondent promptly.

E. If multiple parties sign this Order, the term "Settling Respondent" shall be read in the plural where required to give meaning to this Order. Further, the obligations of the Settling Respondent under this Order are joint and several and the insolvency of or failure by any Settling Respondent to implement any obligations under this Order shall not affect the obligations of the remaining Settling Respondents.

F. To the extent authorized under 42 U.S.C. Section 9613, New York General Obligations Law § 15-108, and any other applicable law, the Settling Respondent shall be deemed to have resolved its liability to the State for purposes of contribution protection provided by CERCLA Section 113(f)(2) for "matters addressed" pursuant to and in accordance with this Order. "Matters addressed" in this Order shall mean, except as otherwise provided for in this Order, (a) claims for all response costs, past and future, that have been incurred or will be incurred by any person in connection with the investigation and remediation of the Site, which costs have been paid by the Settling Respondent, (b) any other claims or causes of action under any federal, state, local or common law relating to the disposal or alleged disposal of hazardous substances at the Site. Furthermore under 42 U.S.C. Section 9613(f)(3)(B), by entering into this administrative settlement of liability, for some or all of the response action and/or for some or all

of the costs of such action, the Settling Respondent is entitled to seek contribution under CERCLA from any person except those who are entitled to contribution protection under 42 U.S.C. Section 9613(f)(2).

G. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27 or in regulations promulgated there under shall have the meaning assigned to them under said statute or regulations.

H. The Settling Respondent's obligations under this Order represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

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


J. The effective date of this Order is the 10th Day after the date the Commissioner or the Commissioner's designee signs this Order.

DATED:

MAR 12 2012

JOSEPH J. MARTENS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:


Robert W. Schick, Acting Director
Division of Environmental Remediation

CONSENT BY SETTLING RESPONDENT

Settling Respondent hereby consents to the issuing and entering of this Order, waives Settling Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Urstadt Biddle Properties Inc.

By: Willy L. Biddle

Title: President

Date: 3/1/12

STATE OF ~~NEW YORK~~ ^{CONNECTICUT})
COUNTY OF ~~FAIRFIELD~~ ^{FAIRFIELD}) s.s.:

On the 1st day of March, in the year 2012, before me, the undersigned, personally appeared Willy L. Biddle 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.

Wendy G. Bocuzzi
Signature and Office of individual
taking acknowledgment

WENDY G. BOCCUZZI
NOTARY PUBLIC
COMMISSION EXPIRES NOV. 30, 2013

Declaration of Covenants and Restrictions

Declaration of Covenants and Restrictions

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the ____ day of _____ 20__, by Urstadt Biddle Properties Inc., a corporation organized and existing under the laws of the State of Maryland and having an office for the transaction of business at 321 Railroad Avenue, Greenwich, CT 06830.

WHEREAS, Carmel Shop-Rite Plaza is the subject of a Voluntary Cleanup Agreement executed by MIF Realty, LP, as part of the New York State Department of Environmental Conservation's (the "Department's") Voluntary Cleanup Program, namely that parcel of real property located on 180 Gleneida Avenue (Route 52) in the Town of Carmel, County of Putnam, State of New York, which is part of lands conveyed by MIF Realty, LP to HRE Properties, a Massachusetts Business Trust, by deed dated October 3, 1995 and recorded in the Putnam County Clerk's Office in Liber 1310, Page 46, and being more particularly described in Appendix "A," attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and

WHEREAS, on March 12, 1997, HRE Properties, a Massachusetts Business Trust, was merged into HRE Properties, Inc., a Maryland state corporation; and

WHEREAS, on March 11, 1998, HRE Properties, Inc. changed its name to Urstadt Biddle Properties Inc. and such name change was recorded with the State of Maryland, State Department of Assessments and Taxation; and

WHEREAS, Urstadt Biddle Properties Inc. voluntarily completed the work started by MIF Realty, LP, in that Urstadt Biddle Properties Inc. installed the sub-slab depressurization system expansion and developed the Site Management Plan for the Property; and

WHEREAS, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination disposed at the Property and such remedy requires that the Property be subject to restrictive covenants.

NOW, THEREFORE, Urstadt Biddle Properties Inc., for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions is as shown on the survey map prepared by Insite Engineering, Surveying & Landscape Architecture, P.C. dated September 24, 2001, last revised December 22, 2011, attached to this declaration as Appendix "B" and made a part hereof.

Second, unless prior written approval by the Department or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect

the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, where contamination remains at the Property, subject to the provisions of the Site Management Plan ("SMP"), there shall be no construction, use or occupancy of the Property that results in the disturbance or excavation of the Property which threatens the integrity of the engineering controls or which results in unacceptable human exposure to contaminated soils.

Third, the owner of the Property shall not disturb, remove, or otherwise interfere with the installation, use, operation, and maintenance of engineering controls required for the Remedy, which are described in the SMP, unless in each instance the owner first obtains a written waiver of such prohibition from the Department or Relevant Agency.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for Commercial (including, without limitation, retail and office) or Industrial use as defined in 6 NYCRR Part 375-1.8, without the express written waiver of such prohibition by the Department or Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Department or Relevant Agency.

Sixth, the owner of the Property shall prohibit agriculture or vegetable gardens on the Property.

Seventh, the owner of the Property shall provide a periodic certification, prepared and submitted by a professional engineer or environmental professional acceptable to the Department or Relevant Agency, which will certify that the institutional and engineering controls put in place are unchanged from the previous certification, comply with the SMP, and have not been impaired.

Eighth, the owner of the Property shall continue in full force and effect any institutional and engineering controls required for the Remedy and maintain such controls, unless the owner first obtains permission to discontinue such controls from the Department or Relevant Agency, in compliance with the approved SMP, which is incorporated and made enforceable hereto, subject to modifications as approved by the Department or Relevant Agency.

Ninth, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the owner and its successors and assigns consent to enforcement by the Department or Relevant Agency of the prohibitions and restrictions that the December 2011 Decision Document for the Property requires to be recorded, and hereby covenant not to contest the authority of the Department or Relevant Agency to seek enforcement.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

Print Name: _____

[illegible]

Notary Public State of New York

APPENDIX "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, bounded and described as follows:

Lot Number 1 and Lot Number 2A as shown on a map entitled "Subdivision plot of Lot No. 2B of property of Lewis E. Nichols and Neta Cole Nichols", Town of Carmel and Kent, Putnam County, New York, which was filed in the Office of the Clerk of Putnam County on December 3, 1981, as Map No. 1663B, plus a portion of the 12 foot strip of land as shown on said map running through Lot 1 between easterly and westerly lot lines of Lot 1 on said map, which lots and said portion of the 12 foot strip of land when taken together are more particularly bounded and described as follows:

Beginning at the intersection of the southerly lot line of land now formerly Arner Realty Corp. and the easterly line of Route No. 52 (S.H. 570) as widened.

Running thence South $72^{\circ}-41'-00''$ East a distance of 59.51 feet to a point.

Running thence South $77^{\circ}-10'-50''$ East a distance of 127.90 feet to a point.

Running thence South $72^{\circ}-26'-10''$ East a distance of 124.19 feet to a point.

Running thence North $18^{\circ}-59'-10''$ East a distance of 313.24 feet to a point.

Running thence South $70^{\circ}-15'-48''$ East a distance of 290.00 feet to a point.

Running thence South $3^{\circ}-58'-38''$ East a distance of 1321.00 feet to a point.

Running thence South $89^{\circ}-00'-42''$ West a distance of 527.41 feet to a point.

Running thence North $1^{\circ}-10'-23''$ West a distance of 263.00 feet to a point.

Running thence North $16^{\circ}-31'-47''$ West a distance of 187.22 feet to a point.

Running thence South $89^{\circ}-53'-22''$ West a distance of 149.00 feet to a point on the Easterly side of Route 52 as widened.

Running thence North $0^{\circ}-25'-21''$ East a distance of 538.06 feet to a point.

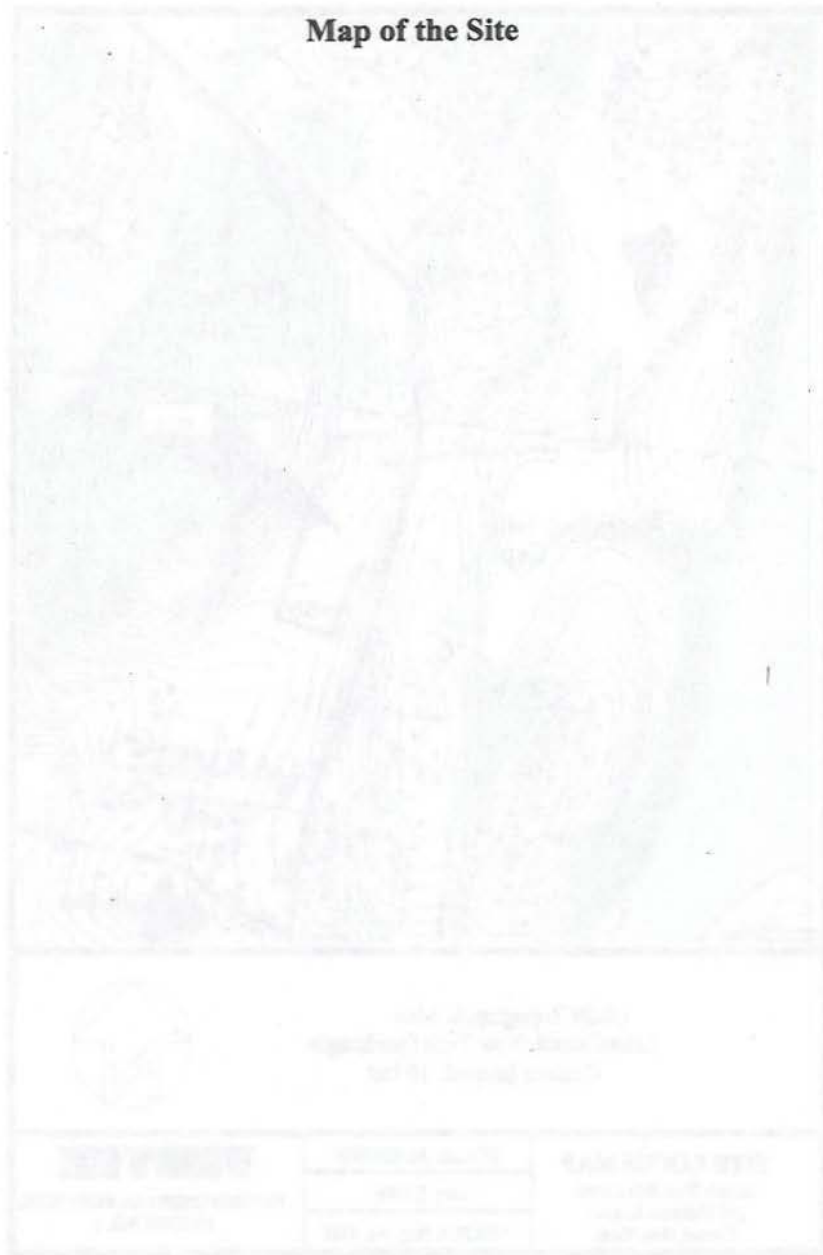
Running thence North $0^{\circ}-26'-38''$ West a distance of 327.57 feet still along the east line of Route 52 as widened to the point or place of beginning.

Together with an easement embankment and slope rights and sanitary sewer easement granted by Easement Agreement dated August 18, 1982 between Neta Cole Nichols and Big V Properties, Inc. and recorded on August 19, 1982 in Liber 785, page 404.

Being the same property conveyed in that certain Deed dated November 18, 1994 from C/S Associates to MIF Realty L.P. recorded July 6, 1995 in the official deed records of the Office of the County Clerk of Putnam County, New York at Liber 1296, Page 241.

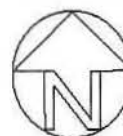
EXHIBIT "A"

Map of the Site





USGS Topographic Map
Lake Carmel, New York Quadrangle
Contour Interval: 10 feet



SITE LOCUS MAP
Carmel Shop Rite Center
180 Glencida Avenue
Carmel, New York

SCALE: AS SHOWN
June 5, 2006
VERTEX Proj. No. 4148

VERTEX
ENVIRONMENTAL SERVICES
FIGURE NO. 1

APPENDIX "B"

SURVEY MAP

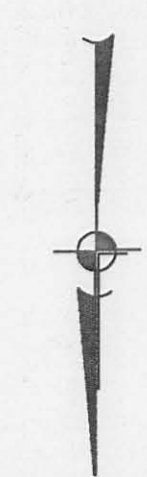
prepared by

Insite Engineering, Surveying & Landscape Architecture, P.C.

dated September 24, 2001, last revised December 22, 2011

The engineering and institutional controls for the Declaration of Covenants and Restrictions are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from the NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany New York 11233 or at derweb@gw.dec.state.ny.us.

ACCESS ROADWAY TO TOWN OF CARMEL
WATER DISTRICT NO. 2 WATER TANK
(Per Liber 641, Gp. 337)



Lot 2B-3
(Parcel G per f.m. nos. 3127 & 3127A)

Lot 2B-3
(Parcel G per f.m. nos. 3127 & 3127A)

n/f Putnam County National Bank
- formerly Armer Realty Corp. -

n/f Greinacher

n/f Nichols

FILED MAP REFERENCE:
"Subdivision Plat of Lot No. 2B of property of Lewis E. Nichols and Neta Cole Nichols", recorded December 3, 1981 as map no. 1663B. Subject Lots 1 and 2A

"Final Subdivision Plat, Resubdivision of Lot E as shown on filed map no. 1663C prepared for Urstadt Biddle Properties, Inc. and BBJ Associates, LLC etc.", filed May 31, 2011 as map nos. 3127 and 3127A.

FIELDWORK COMPLETED: SEPTEMBER 19, 2001

FIELDWORK UPDATED: MARCH 9, 2011 (located monitoring wells)

MAP PREPARED: SEPTEMBER 24, 2001

MAP REVISED: MARCH 15, 2011 (added Soil Management Area, SSDS location and related information)

Certified to:
Urstadt Biddle Properties, Inc.
Enigrant Savings Bank, its successors and assigns
Lowrey Title Insurance Corporation (Title No. L1001162)
New York State Department of Environmental Conservation

This map may not be used in connection with a "Survey Affidavit" or similar document, statement or mechanism to obtain title insurance for any subsequent or future grantees.

Unauthorized alteration or addition to this survey is a violation of Section 7209, subdivision 2 of the New York State Education Law.

The alteration of survey maps by anyone other than the original preparer is misleading, confusing and not in the general welfare and benefit of the public. Licensed Land Surveyors shall not alter survey maps, survey plans, or survey plats prepared by others.

W.A.P.

NICHOLAS G. CHAPIS, L.S.
New York State License No. 049330

© 2011 Insite Engineering, Surveying & Landscape Architecture, P.C. All Rights Reserved.

Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice and the Surveying and Mapping Law of the State of New York of Professional Land Surveyors, Inc.

Said certifications shall run only to the person for whom this survey was prepared and on his behalf, to the title company, and to the assignees of the lending institution. Certifications are not transferable to additional lending institutions or subsequent owners.

Only copies from the original of this survey marked with an original of the land surveyor's embossed seal shall be considered valid true copies.

Prepared by:



3 Garrett Place • Carmel, New York 10512
Phone (845) 225-9690 • Fax (845) 225-9717
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LEGEND	
	Chain Link Fence
	Guard Rail
	Concrete Curb
	Stone Wall
	Utility Pole (with guy & overhead wires)
	Centerline of Stream (approximate)
	Catch Basin / Drain Inlet
	Manhole
	Telephone Manhole
	Light Post
	Traffic Signal Pole
	Gas Valve
	Hydrant
	Water Valve
	Monitoring Well

N . Y . S . ROUTE 52 (State Hwy. No. 570)

SURVEY NOTES:

The purpose of this revised map is to depict the location of Soil Management Area and the Sub-Sub Depressurization System Area based upon information provided by others within the subject property.

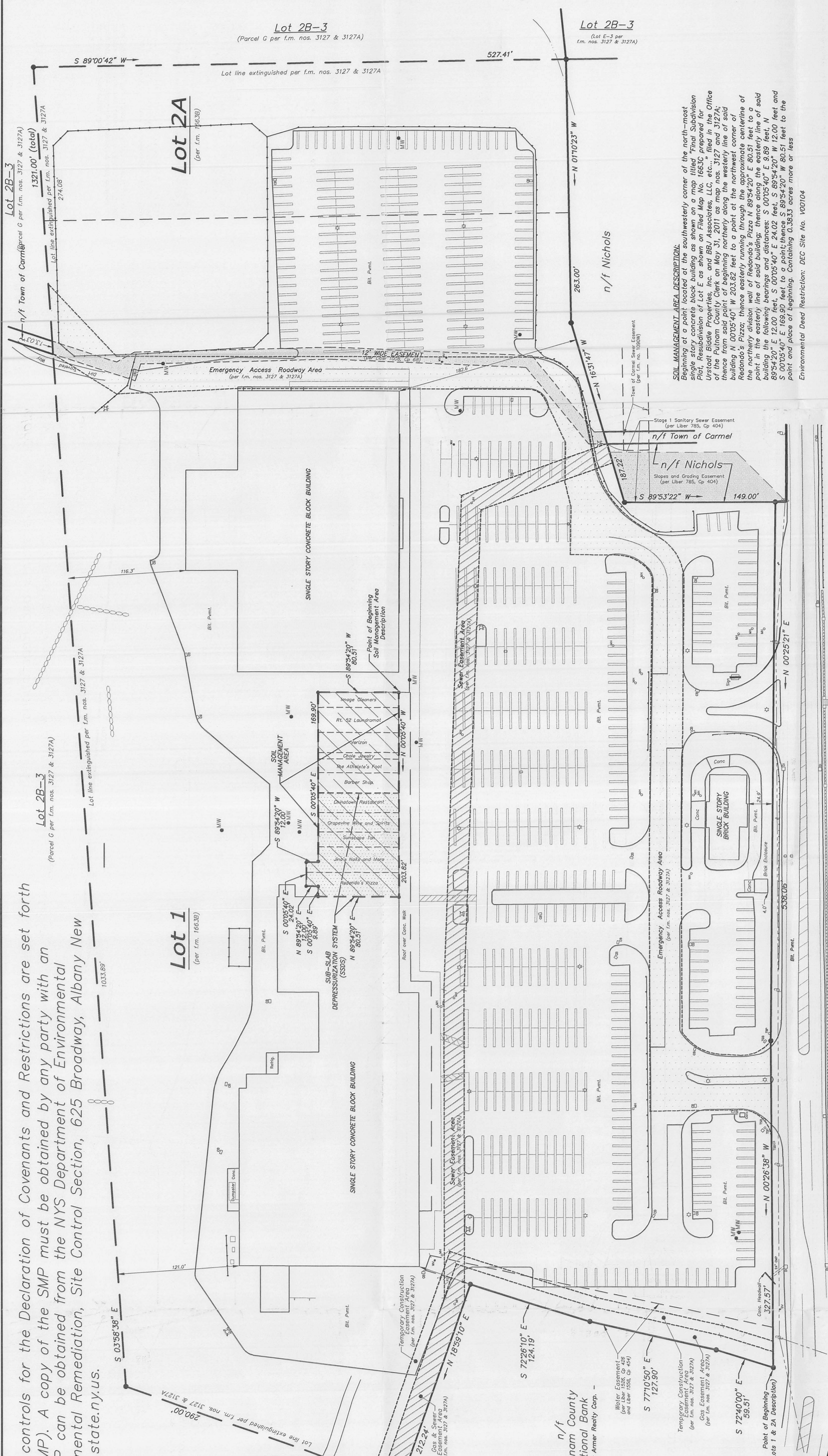
This survey depicts Lot 1 and Lot 2A as shown on filed map no. 1663B.

Lot E-1 as shown on filed map nos. 3127 and 3127A is comprised of Lot 1 and Lot 2A as shown on filed map no. 1663B and Parcel G as shown on filed map nos. 3127 and 3127A.

This map shows the former limits of Lot 1 and Lot 2A as shown on filed map no. 1663B. Lot 1 and Lot 2A reflect the entirety of Lot E-1 as shown on filed map nos. 3127 and 3127A.

The Emergency Access Roadway Area, Sewer Easement Area, Gas Easement Area and Temporary Construction Easement Areas shown hereon per f.m. nos. 3127 and 3127A are further described in Liber 1876, Page 76, of the County Clerk's Office of Putnam County, New York, which was recorded in the County Clerk's Office of Putnam County, New York, on December 3, 1981, which map no. 1663B depicts the 12 foot strip of land as shown on said map running through Lot 1 between the Eastern and Western Lot Lines of Lot 1 on said map, which last and said portion of the 12 foot strip of land when taken together are more particularly bounded and described as follows:

BEGINNING at the intersection of the southerly lot line of land now or formerly of Armer Realty Corp. and the easterly line of Route 52 (S.H. 570) as widened; thence S 72° 40' 00" E 59.51 feet, S 77° 10' 50" E 127.90 feet, S 72° 26' 10" E 124.19 feet, N 18° 59' 10" E 212.24 feet, S 70° 15' 48" E 290.00 feet, S 3° 58' 38" E 1,321.00 feet, S 89° 00' 42" W 527.41 feet, N 1° 10' 23" W 263.00 feet, N 16° 31' 00" E 87.42 feet, and S 69° 53' 22" E 149.00 feet to a point on the easterly side of Route 52, thence along the southerly line of said lot line, S 0° 26' 38" W 327.57 feet to the point or place of beginning. Containing 18.8339 Acres more or less.

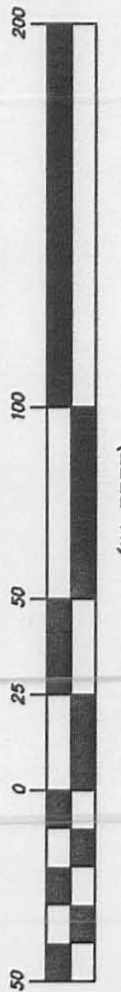


SOIL MANAGEMENT AREA DESCRIPTION:
Beginning at a point located at the southwesterly corner of the north-most single story concrete block building as shown on a map titled "Final Subdivision Plat, Resubdivision of Lot E as shown on Filed Map No. 1663C prepared for Urstadt Biddle Properties, Inc. and BBJ Associates, LLC, etc.", filed May 31, 2011, thence from said point of beginning northerly along the westerly line of said building N 00°05'40" W 203.62 feet to a point at the northwest corner of Redondo's Pizza; thence easterly running through the approximate centerline of the northerly division wall of Redondo's Pizza N 89°54'20" E 80.51 feet to a point in the easterly line of said building; thence along the easterly line of said building S 89°54'20" E 12.00 feet S 00°05'40" E 24.02 feet S 89°54'20" W 12.00 feet and S 00°05'40" E 169.90 feet to a point; thence S 89°54'20" W 80.51 feet to the point and place of beginning. Containing 0.3833 acres more or less
Environmental Dead Restriction: DEC Site No. V00104

Survey of Property Prepared for Urstadt Biddle Properties, Inc.

Situate IN
Town of Carmel
County of Putnam
State of New York
180 Glenelda Avenue (Route 52)
(Putnam County Tax Map No. 499-1-9)

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.