

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

THIS INDENTURE made this 25th day of May, 2016, between Owner(s) Harbor Square Crossings, LLC, having an office at 100 Summit Lake Drive, Suite 235, Valhalla, New York 10595, County of Westchester, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 3 Westerly Road in the Village and Town 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 97.06 Block 1 Lot 9.1, being the same as the property conveyed to Grantor by deed dated April 10, 2014 and recorded in the Westchester County Clerk's Office at Control No. 540993596. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 3.8662 +/- acres, and is hereinafter more fully described in the Land Title Survey dated August 24, 2015 and last revised January 28, 2016 prepared by Contractors' Line & Grade South, LLC, which will be attached to the Site Management Plan. The Controlled Property descriptions are set forth in and attached hereto as Schedules A through C; 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: A3-0566-1006, 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) except that portion of the Controlled Property described in Schedule C as the "Commercial Use Parcel", which may be used for Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(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 described in Schedule A and B shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), except that portion of the controlled property identified in Schedule C herein, which shall not be used for Residential or Restricted Residential purposes as defined in 6 NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

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.

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

Harbor Square Crossings, LLC:

By:  _____

Print Name: Martin Ginsburg

Title: Owner Date: 5/4/16

Grantor's Acknowledgment

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

On the 4th day of May, in the year 20 16, before me, the undersigned, personally appeared Martin Ginsburg, 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

DOUGLAS A. RAMSAY
Notary Public, State of New York
No. 01RA5066880
Qualified in Westchester County
Commission Expires Sept. 30, 2018



23 NEPPERHAN AVENUE
ELMSFORD, NEW YORK 10523-2506
914.347.3141 - FAX: 914.347.3120
OFFICE@LINEANDGRADE.NET

JOHN DeMARIO, PARTNER
GARY ENNIS, PARTNER

NOT AFFILIATED WITH ANY OTHER
LINE AND GRADE COMPANY

Schedule A
LEGAL DESCRIPTION OF
DEC-BCP Easement A

Section 97.06, Block 1, Lot 9.1 (as shown on the official Tax maps of the Town of Ossining)
Village of Ossining
County of Westchester
State of New York

RUNNING THENCE from a point formed along the westerly side of Secor Road, said point marking the northeasterly corner of lands now or formerly of the Town of Ossining being known as Lot 7E, Block 4, Section 3 as shown on the official Tax Maps of the Town of Ossining;

THENCE North 02 degrees 34 minutes 18 seconds East, a distance of 15.74 feet to the place and point of BEGINNING;

RUNNING THENCE North 87 degrees 23 minutes 33 seconds West, a distance of 61.03 feet;

THENCE North 47 degrees 48 minutes 13 seconds West, a distance of 6.19' feet;

THENCE North 42 degrees 11 minutes 47 seconds East, a distance of 12.86 feet;

THENCE along a curve to the left having a radius of 25.00 feet, an arc length of 13.10 feet, and an included angle of 317 degrees 48 minutes 13 seconds to a point of reverse curve;

THENCE along a curve to the right having a radius of 38.32 feet, an arc length of 41.04 feet, and an included angle of 106 degrees 28 minutes 43 seconds to a point of compound curve;

THENCE along a curve to the right having a radius of 82.54 feet, an arc length of 27.53 feet, and an included angle of 88 degrees 35 minutes 35 seconds to a point;

THENCE South 02 degrees 34 minutes 18 seconds West, a distance of 60.61 feet to the place and point of BEGINNING.

Contains within said bounds 2,914.07 square feet or 0.0668 acres of land.

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GARY ENNIS, PARTNER



NOT AFFILIATED WITH ANY OTHER
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Schedule B
LEGAL DESCRIPTION OF
DEC-BCP Easement B

Section 97.06, Block 1, Lot 9.1 (as shown on the official Tax maps of the Town of Ossining)
Village of Ossining
County of Westchester
State of New York

RUNNING THENCE from a point formed along the westerly side of Secor Road, said point marking the northeasterly corner of lands now or formerly of the Town of Ossining being known as Lot 7E, Block 4. Section 3 as shown on the official Tax Maps of the Town of Ossining;

THENCE North 02 degrees 34 minutes 18 seconds East, a distance of 153.68 feet;

THENCE along a curve to the right having a radius of 102.00 feet, an arc length of 108.08 feet, and an included angle of 116 degrees 43 minutes 2 seconds to a non-tangent point;

THENCE North 00 degrees 26 minutes 02 seconds East, a distance of 53.80 feet;

THENCE North 66 degrees 33 minutes 01 seconds East, a distance of 6.24 feet;

THENCE North 02 degrees 34 minutes 47 seconds East, a distance of 217.50 feet to the DEC/BCP Easement B Tie Line;

THENCE South 08 degrees 45 minutes 24 seconds West, a distance of 54.87' feet to the place and point of BEGINNING;

RUNNING THENCE North 23 degrees 26 minutes 04 seconds West, a distance of 141.19 feet;

THENCE South 66 degrees 34 minutes 00 seconds West, a distance of 396.56' feet;

THENCE South 23 degrees 23 minutes 21 seconds East, a distance of 141.27 feet;

THENCE North 66 degrees 33 minutes 18 seconds East, a distance of 167.58 feet;

THENCE South 24 degrees 13 minutes 50 seconds East, a distance of 1.75 feet;

THENCE South 68 degrees 45 minutes 02 seconds East, a distance of 4.27 feet;

THENCE North 66 degrees 33 minutes 18 seconds East, a distance of 8.86 feet;

THENCE North 21 degrees 14 minutes 58 seconds East, a distance of 4.22 feet;

THENCE North 24 degrees 13 minutes 50 seconds West, a distance of 1.75 feet;

THENCE North 66 degrees 33 minutes 18 seconds East, a distance of 214.23 feet to the place and point of BEGINNING.

Contains within said bounds 56,074.89 square feet or 1.2873 acres of land.

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NOT AFFILIATED WITH ANY OTHER
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Schedule C
LEGAL DESCRIPTION OF
DEC-BCP Easement C

Section 97.06, Block 1, Lot 9.1 (as shown on the official Tax maps of the Town of Ossining)
Village of Ossining
County of Westchester
State of New York

RUNNING THENCE from a point formed along the westerly side of Secor Road, said point marking the northeasterly corner of lands now or formerly of the Town of Ossining being known as Lot 7E, Block 4. Section 3 as shown on the official Tax Maps of the Town of Ossining;

THENCE North 88 degrees 46 minutes 20 seconds West a distance of 73.10 feet;

THENCE North 01 degrees 50 minutes 47 seconds East a distance of 32.78 feet;

THENCE North 88 degrees 32 minutes 52 seconds West a distance of 30.90 feet;

THENCE North 21 degrees 55 minutes 55 seconds West a distance of 44.76 feet;

THENCE North 58 degrees 26 minutes 11 seconds West a distance of 39.93 feet to a point of curvature;

THENCE along a curve to the right having a radius of 80.00 feet, an arc length of 94.20 feet, and an included angle of 67 degrees 28 minutes 05 seconds feet to a point of tangency;

THENCE North 09 degrees 01 minutes 55 seconds East a distance of 45.04 feet;

THENCE North 24 degrees 42 minutes 08 seconds West a distance of 30.13 feet;

THENCE North 67 degrees 33 minutes 07 seconds West a distance of 109.02 feet;

THENCE North 53 degrees 23 minutes 15 seconds West a distance of 7.05 feet;

THENCE North 24 degrees 42 minutes 08 seconds West a distance of 169.19 feet;

THENCE North 66 degrees 23 minutes 30 seconds East a distance of 417.83 feet;

THENCE North 34 degrees 48 minutes 50 seconds West a distance of 2.54 feet;

THENCE North 67 degrees 06 minutes 02 seconds East a distance of 105.20 feet;

THENCE South 34 degrees 15 minutes 30 seconds East a distance of 17.30 feet;

THENCE South 02 degrees 34 minutes 47 seconds West a distance of 38.00 feet;
THENCE South 01 degrees 40 minutes 12 seconds West a distance of 93.68 feet;
THENCE North 88 degrees 19 minutes 48 seconds West a distance of 29.83 feet;
THENCE South 47 degrees 33 minutes 27 seconds West a distance of 2.03 feet;
THENCE South 08 degrees 45 minutes 24 seconds West, a distance of 54.87' feet;
THENCE North 23 degrees 26 minutes 04 seconds West, a distance of 141.19 feet;
THENCE South 66 degrees 34 minutes 00 seconds West, a distance of 396.56' feet;
THENCE South 23 degrees 23 minutes 21 seconds East, a distance of 141.27 feet;
THENCE North 66 degrees 33 minutes 18 seconds East, a distance of 167.58 feet;
THENCE South 24 degrees 13 minutes 50 seconds East, a distance of 1.75 feet;
THENCE South 68 degrees 45 minutes 02 seconds East, a distance of 4.27 feet;
THENCE North 66 degrees 33 minutes 18 seconds East, a distance of 8.86 feet;
THENCE North 21 degrees 14 minutes 58 seconds East, a distance of 4.22 feet;
THENCE North 24 degrees 13 minutes 50 seconds West, a distance of 1.75 feet;
THENCE North 66 degrees 33 minutes 18 seconds East, a distance of 214.23 feet;
THENCE North 08 degrees 45 minutes 24 seconds East, a distance of 54.87' feet;
THENCE South 02 degrees 34 minutes 47 seconds West, a distance of 217.50 feet;
THENCE South 66 degrees 33 minutes 01 seconds West a distance of 6.24 feet;
THENCE South 00 degrees 26 minutes 02 seconds West a distance of 53.80 feet to a point of curvature;
THENCE along a non-tangent curve to the left, having a radial bearing South 26 degrees 43 minutes 02 seconds East, having a radius of 102.00 feet, an arc length of 108.08 feet, and an included angle of 60 degrees 42 minutes 40 seconds to a point of tangency;
THENCE South 02 degrees 34 minutes 18 seconds West, a distance of 77.33 feet to a point of curvature;
THENCE along a non-tangent curve to the left, having a radial bearing of South 01 degrees 24 minutes 25 seconds West, having a radius of 82.54 feet, an arc length of 27.53 feet, and an included angle of 88 degrees 35 minutes 35 seconds to a point of compound curve;

THENCE along a curve to the left having a radius of 38.32 feet, an arc length of 41.04 feet, and an included angle of 106 degrees 28 minutes 43 seconds to a point of reverse curve;

THENCE along a curve to the right having a radius of 25.00 feet, an arc length of 13.10 feet, and an included angle of 317 degrees 48 minutes 13 seconds to a point of tangency;

THENCE South 42 degrees 11 minutes 47 seconds West, a distance of 12.86 feet;

THENCE South 47 degrees 48 minutes 13 seconds East, a distance of 6.19' feet;

THENCE South 87 degrees 23 minutes 33 seconds East, a distance of 61.03 feet;

THENCE South 02 degrees 34 minutes 18 seconds West, a distance of 15.74 feet to the point of BEGINNING;

Contains within said bounds 109,430.16 square feet or 2.5121 acres of land.