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

THIS INDENTURE made this 28th day of June, 2011 between
Owner(s) Hawthorne Village, LLC, having an office at c/o GDC Properties, LLC, 245 Saw Mill
River Road, Hawthorne, New York 10532, (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 ("ECI") 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 206 - 220
Water Street a/k/a 195 - 215 Front Street and a/k/a 54 Bridge Street, Brooklyn, New York in the
Borough and County of Kings and State of New York, known and designated on the tax map of the
County Clerk of Kings County as tax map parcel numbers: Section 1 Block 4 Lot 17, being the
same as that property conveyed to Grantor by deed dated February 9, 2005 and recorded in the
Office of the City Register of the City of New York, Kings County, on September 9, 2005 in City
Register File Number (CRFN): 200500052279 comprising approximately 1.01 ± acres, and
hereinafter more fully described in the Land Title Survey dated June 1, 2004, and most recently
amended on May 12, 2011, prepared by Leonard L. Strandberg and Associates, Consulting
Engineers and Land Surveyors, P.E., which will be attached to the Site Management Plan. The
property description and survey (the "Controlled Property") 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 human 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 ECI Article 71, Title 36; and
NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of SCA Index Number: W2-I042-05-01, 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")

I. 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) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

   (5) 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;

   (6) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

   (7) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP.

   (8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP.
(9) 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 6 NYCRR Part 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:

NYSDEC - Region 2
Division of Environmental Remediation
One Hunter's Point Plaza
47-40 21st Street,
Long Island City, NY 11101-5407
Phone: (718) 482-4995

or

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 annually, or such time as NYSDEC may allow, 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 Jawor 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: C 224098
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.
7. **Recordation.** Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. **Amendment.** Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. **Extinguishment.** This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. **Joint Obligation.** If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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

Grantor: HAWTHORNE VILLAGE, LLC, a New York limited liability company

By: 220 WATER STREET MANAGER LLC, a New York limited liability company, its Managing Member

By: [Signature]

Print Name: William Ingraham

Title: Vice President Date: April 27, 2011

Grantor's Acknowledgment

STATE OF NEW YORK )
COUNTYOF New York) ss:

On the 10th day of June, in the year 2011, before me, the undersigned, personally appeared, 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.
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: Dale A. Desnoyers, Director
Division of Remediation

Grantee’s Acknowledgment

STATE OF NEW YORK )
COUNTY OF ALBANY s:

On the 28th day of July 2011, before me, the undersigned,
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 to be
the individual(s) that executed the same. I further acknowledged
that by his or her signature on the instrument, the individual or the
person upon whose behalf he or she executed the instrument.

David J. Chiusano
Notary Public, State of New York
No. 01CH5052146
Qualified in Schenectady County
Expires August 12, 2013
SCHEDULE  

ENVIRONMENTAL EASEMENT

PROPERTY DESCRIPTION

Address: 206-220 Water Street a/k/a 195-215 Front Street a/k/a 54 Bridge Street, Brooklyn, NY
Tax Map: Section: 1 Block: 41 Lot 17
Acreage: 1.01 +/- acres

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

BEGINNING at the corner formed by the intersection of the northerly side of Front Street with the westerly side of Bridge Street;

RUNNING THENCE westerly along the northerly side of Front Street, 220 feet;

THENCE northerly parallel with Bridge Street and part of the distance through a party wall, 200 feet to the southerly side of Water Street;

THENCE easterly along the southerly side of Water Street, 220 feet to the westerly side of Bridge Street; and

THENCE southerly along the westerly side of Bridge Street, 200 feet to the corner, the point or place of BEGINNING.
July 27, 2011

VIA CERTIFIED MAIL

Mayor Michael R. Bloomberg
City Hall
New York, NY 10007

Re: Notice of Environmental Easement
220 Water Street, Brooklyn, New York

Dear Mayor Bloomberg:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("DEC")

On: June 28, 2011,
By: Hawthorne Village, LIC,
For property at: 220 Water Street, Brooklyn, NY,
Tax Map: Block 41, Lot 17,
DEC Site No: C224098.

This Environmental Easement restricts future use of the above-referenced property to restricted residential uses. It also assures that residually contaminated soils must be covered by a concrete cover system. This cover must be maintained and an active sub-slab depressurization system must be installed and operated at the Site. These engineering controls at the Site will be managed in accordance with the Site Management Plan which is incorporated into the Environmental Easement.

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 this Department is available to the public at the website listed below:

http://www.dec.ny.gov/chemical/36045.html

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

[Signature]

Charla Beth Mobley
CBM/aa,

Attachment

cc: Robert Kulikowski
   Director, Mayor's Office of Environmental Coordination
   Marty Markowitz, Brooklyn Borough President
   Yvonne Ward, Esq., New York State Department of Environmental Conservation
   Adam Ginsberg, Hawthorne Village, LLC
   Gita Gandhi, Esq., Bryan Cave LLP
   Kevin Healy, Esq., Bryan Cave LLP

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

On the 27th day of July, 2011 before me, the undersigned, personally appeared Charla Beth Mobley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same instrument, the person upon behalf of which the individual acted, executed the instrument.

[Signature]
MARIANNE S. EMANUEL
Notary Public
Qualified in Queens County
Expires November 30, 2014

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