

This easement is being
revised to correct the easement

ENVIRONMENTAL EASEMENT recorded on 1/9/08
Instrument #2008-759

THIS INDENTURE made this 21st day of December, 2007 between BAKER PROPERTIES, L.P. having an office at 485 Washington Avenue, Pleasantville, New York ("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 ("brownfield sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and 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 of ensuring the potential 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 brownfield site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and;

WHEREAS, Grantor, is the owner of real property located in the Town of Ramapo, Rockland County, New York known and designated on the tax map of the Town of Ramapo as tax map parcel number 55.7-1-11, being part of the same property conveyed to Grantor by deed dated October 21, 1994, and recorded in the Land Records of the Rockland County Clerk, in Liber 726 of Deeds at page 5274, on November 11, 1994, comprised of approximately 5.611 acres, and hereinafter more fully described in Schedule A attached hereto and made a part hereof (the "Controlled Property"); and;

{H0868464.2}

I

P-7

WHEREAS, the Commissioner does hereby acknowledge that 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 at this 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 covenants and mutual promises contained herein and the terms and conditions of **Brownfield Cleanup Agreement Number A3-0424-0007**, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL 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 potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls 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. The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated December 2007 ("*SMP*"). The SMP, which is incorporated into the terms of this Environmental Easement, describes obligations that 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 on the Controlled Property, and providing certified reports to the NYSDEC, is a fundamental element of the Department's determination that the Controlled Property is and remains safe for a specific use, but not all uses. The Department may approve changes to the SMP for the Controlled Property from time to time on the basis of requests or information submitted by Grantor, and modifications in applicable statutes, regulations, guidance or site conditions. The Department reserves a unilateral right to modify the SMP. The Grantor and all successors and assigns, assume the burden of performing all of the obligations contained in the SMP and obtaining an up-to-date version of the SMP from:

Regional Remediation Engineer:
New York State Department of Environmental Conservation
Region 3 Headquarters
21 South Platt Corners Road
New Paltz, New York 12561

or:

Site Control Section
Division of Environmental Remediation
NYS Department of Environmental Conservation
625 Broadway
Albany, New York 12233

B. The Controlled Property may be used for commercial/industrial purposes use as long as the following long-term engineering control is employed:

i. The Owner of the Property shall prohibit the use of 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 NYSDEC, or any successor agency of the NYSDEC.

ii. The groundwater monitoring wells installed on the Controlled Property as part of the Site Management Plan ("SMP") approved for the Controlled Property by the NYSDEC shall not be removed or rendered ineffective by Grantor, Grantor's successors and assigns, or any lessees and persons using the Controlled Property without the express written approval of the NYSDEC, shall remain accessible at all times, and shall be inspected and tested in accordance with the SMP approved for the Controlled Property by the NYSDEC and any NYSDEC-approved amendments to the SMP.

(iii) Grantor shall provide all persons who acquire an interest in the Controlled Property a true and complete copy of the SMP approved for the Controlled Property by the NYSDEC and all NYSDEC-approved amendments of the SMP.

C. The Controlled Property may not be used for level of use higher than commercial/industrial use and the above-stated engineering control may not be discontinued without an amendment or extinguishment of this Environmental Easement.

D. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of 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.

{H0868464.2}

3

E. 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.

F. 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 that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

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 Controlled Property, including:

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

2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, 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 intentionally violates this environmental easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or Article 56, Title 5 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. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

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 its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State 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 Contract and Order Number, and the County tax map number or the Liber and Page or computerized system identification number. Parties shall address correspondence to:

Environmental Easement Attorney
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-5500

Such correspondence shall be delivered by hand, or 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. This environmental easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation 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 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.

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

BAKER PROPERTIES, L.P.
By: Baker Companies, Inc.
Its: General Partner

By: [Signature]
MARCUS D. BAKER

Title: President

Date: 12/19/07

Grantor's Acknowledgment

STATE OF New York ss.:
COUNTY OF Bronx

On the 19th day of December, in the year 2007, before me, the undersigned, personally appeared **MARCUS D. BAKER**, 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 executed the same in his stated capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

STEPHANIE T. WALLER
Notary Public, State of New York
No. 01WA6131638
Qualified in Bronx County
Commission Expires Aug. 15, 2009

[Signature]
Notary Public

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

By: [Signature]
ALEXANDER B. GRANNIS, COMMISSIONER

Grantee's Acknowledgment

STATE OF NEW YORK)ss.:
COUNTY OF Albany

On the 21st day of December, in the year 2007, before me, the undersigned, personally appeared ALEXANDER B. GRANNIS, 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 she executed the same in her capacity as Commissioner of the State of New York Department of Environmental Conservation, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ALYCE M. GILBERT
Notary Public, State of New York
Reg. No. 02G16124552
Qualified in Schenectady County
My Commission Expires 7/26/09

Alyce Gilbert
Notary Public

SCHEDULE A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND situate, lying and being in the Village of Montebello, Town of Ramapo and State of New York being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Dunnigan Drive where the same is intersected by the boundary line between Tax Lots 11 and 12 in Section 55.7 Block 1 as shown on the official tax map of the Town of Ramapo;

Running thence along the last mentioned boundary line North 01° 02' 34" East 560.09 feet to the southerly line of the New York State Thruway;

Running thence along the southerly line of the New York State Thruway the following courses and distances:

South 66° 10' 18" East 524.32 feet;

South 00° 19' 38" West 32.04 feet;

South 59° 49' 34" East 65.44 feet to the boundary line between the premises herein described and Tax Lot 13 in Section 55.7 Block 1 as shown on the official tax map of the Town of Ramapo;

Running thence along the last mentioned boundary line South 01° 02' 34" West 323.52 feet to the northerly side of Dunnigan Drive;

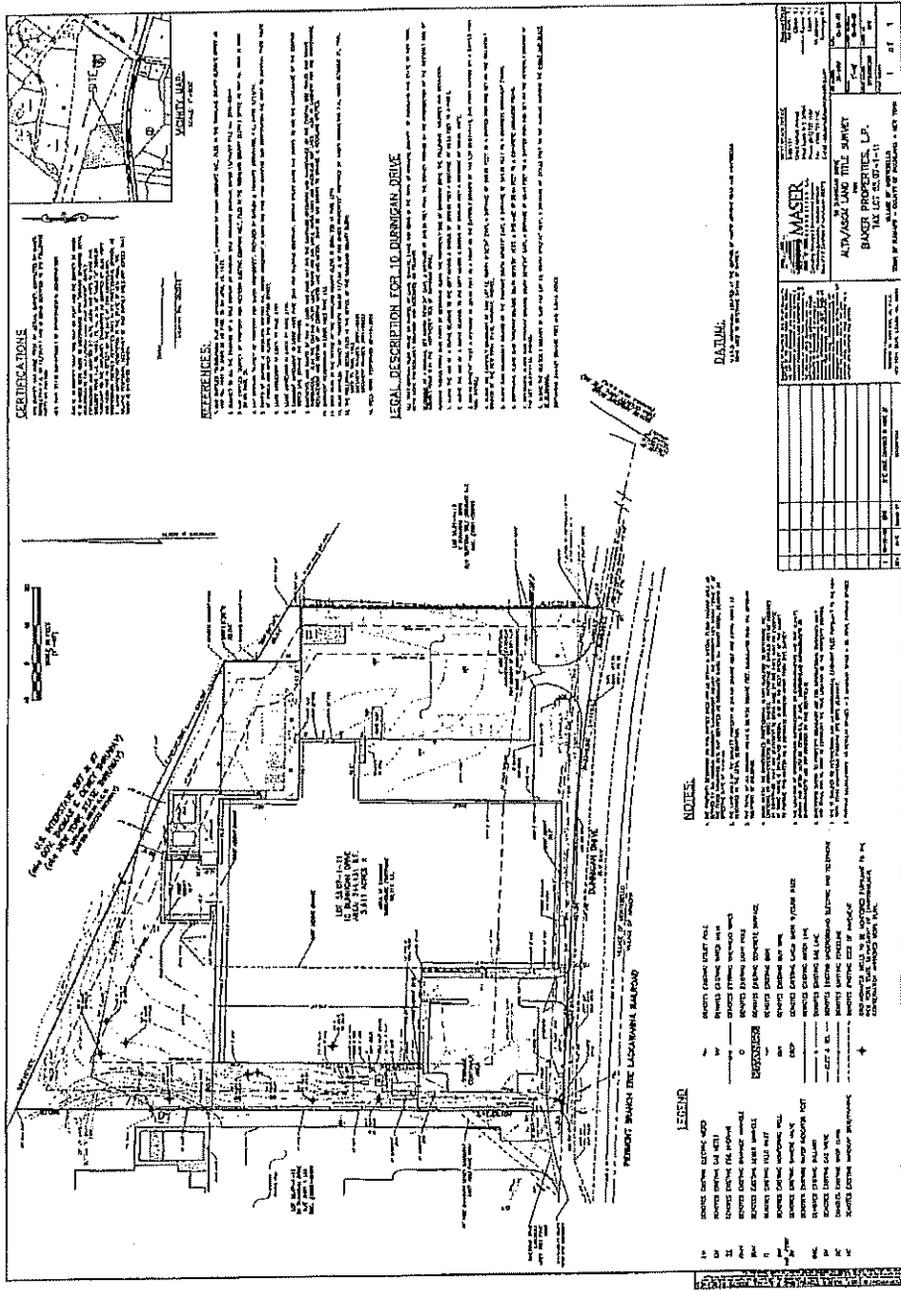
Running thence along the northerly side of Dunnigan Drive the following courses and distances:

On a curve to the left having a radius of 2839.03 feet an arc distance of 50.53 feet to a point of curvature;

Thence on a curve to the left having a radius of 3340.68 feet an arc distance of 169.83 feet to a point;

Running thence North 87° 42' 16" West 321.96 feet to the point or place of BEGINNING.

Sapphire Title
55 East Main Street
Washingtonville NY 10992



DEFINITIONS

1. ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THIS PLAN UNLESS OTHERWISE SPECIFIED.

2. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

4. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

REFERENCES

1. ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THIS PLAN UNLESS OTHERWISE SPECIFIED.

2. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

LEGAL DESCRIPTION FOR 10 DUBOIS DRIVE

1. ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THIS PLAN UNLESS OTHERWISE SPECIFIED.

2. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

LEGEND

- 1. ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THIS PLAN UNLESS OTHERWISE SPECIFIED.
- 2. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 4. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 5. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 6. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 7. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 8. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 9. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 10. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

NOTES

- 1. ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THIS PLAN UNLESS OTHERWISE SPECIFIED.
- 2. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 4. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 5. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 6. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 7. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 8. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 9. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
- 10. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

DATA

1. ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THIS PLAN UNLESS OTHERWISE SPECIFIED.

2. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.

NO.	DATE	DESCRIPTION	BY
1	02/22/08	ISSUED FOR PERMIT	VEGA BYRNE ASSOCIATES
2	02/22/08	REVISION	VEGA BYRNE ASSOCIATES
3	02/22/08	REVISION	VEGA BYRNE ASSOCIATES
4	02/22/08	REVISION	VEGA BYRNE ASSOCIATES
5	02/22/08	REVISION	VEGA BYRNE ASSOCIATES
6	02/22/08	REVISION	VEGA BYRNE ASSOCIATES
7	02/22/08	REVISION	VEGA BYRNE ASSOCIATES
8	02/22/08	REVISION	VEGA BYRNE ASSOCIATES
9	02/22/08	REVISION	VEGA BYRNE ASSOCIATES
10	02/22/08	REVISION	VEGA BYRNE ASSOCIATES