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

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**THIS INDENTURE** made this 16<sup>th</sup> day of December, 2010, between Owner(s) The Wire Mill, LLC, having an office at 62 Water Street, Village of Ossining, 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 47 Water Street, 51-53 Water Street; 61 Water Street and 62 Water Street in the Village of Ossining, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel numbers: Section 89.18 Block 1 Lot 15; Section 89.18 Block 1 Lot 16; Section 89.18 Block 1 Lot 17; Section 89.18 Block 1 Lot 18; Section 89.18 Block 1 Lot 19 and Section 89.19 Block 5 Lot 1 respectively, being the same as that property conveyed to Grantor by deed dated May 27, 1997 and recorded in the Westchester County Clerk's Office at Liber 11800, page 12 (Parcels 1, 2 and 3) and by deed dated May 4, 2010, recorded in the Westchester County Clerk's Office as Control Number: 501193228 (parcel 4), comprising approximately 2.5532 [Environmental Easement Area East of Water Street] and 1.1542 [Environmental Easement Area West of Water Street]± acres, and hereinafter more fully described in the Land Title Survey dated July 28, 2009, revised July 21, 2010 and October 4, 2010, prepared by JRL Land Surveying P.C., 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 ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of BCA Index No.: W3-1006-04-06, 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:
- (i) Easement Area East of Water Street [Tax Map Parcel : 89.19-5-1][Parcel 1]  
**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)**
  - (ii) Easement Area West of Water Street [Tax Map Parcel : 89.18-1-15;  
89.18-1-16; 89.18-1-17; 89.18-1-18 and 89.18-1-19][Parcel 2,3,&4]  
**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

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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 raising livestock or producing animal products for human consumption, 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:

Regional Remediation Engineer  
NYSDEC – Region 3  
Division of Environmental Remediation  
21 South Putt Corners Road  
New Paltz, NY 12561-1620,  
Phone: (845) 256-3031

or

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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;

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

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

(7) the information presented is accurate and complete.

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

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

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

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be

deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: C360065  
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: THE WIRE MILL, LLC

By: Robert E. Fedigan

Print Name : ROBERT E. FEDIGAN

Title: MEMBER Date: 10/15/10

Grantor's Acknowledgment

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

On the 15th day of October, in the year 2010, before me, the undersigned, personally appeared Robert E. Fedigan 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.

George A. Rodenhausen  
Notary Public - State of New York

George A. Rodenhausen  
Notary Public, State of New York  
Columbia County, Reg. #4987196  
Commission Expires 10/07/2013.

**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  
Dale A. Desnoyers, Director  
Division of Remediation

**Grantee's Acknowledgment**

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

On the 16<sup>th</sup> day of December, in the year 2010, before me, the undersigned, personally appeared Dale A. Desnoyers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

David J. Chiusano  
Notary Public - State of New York

**David J. Chiusano**  
Notary Public, State of New York  
No. 01CH5032146  
Qualified in Albany County  
Commission Expires August 22, 2014

**SCHEDULE "A" PROPERTY DESCRIPTION**

62 Water Street

**PERIMETER DESCRIPTION and ENVIRONMENTAL EASEMENT EAST OF WATER STREET**

The description recited below is being the perimeter boundary line of 62 Water Street and the portion of the Environmental Easement east side of Water Street

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

BEGINNING at a point on the northerly side of Central Avenue at the division line of lands of Consolidated Edison Co. of N.Y. Inc. and lands of Hudson Wire Company;

THENCE south 58 degrees 38 minutes 40 seconds west, along Central Avenue, 75.24 feet to a point;

THENCE on a curve to the right tangent with the last mentioned course, having a radius of 15.00 feet, central angle of 102 degrees 43 minutes 00 seconds and a length of 26.89 feet to a point on the easterly side of Water Street;

THENCE along Water Street, the following courses and distances; north 18 degrees 38 minutes 20 seconds west, 73.41 feet, north 15 degrees 49 minutes 30 seconds west, 27.58 feet north 11 degrees 42 minutes 20 seconds west, 79.03 feet, north 4 degrees 47 minutes 50 seconds west, 165.62 feet, north 0 degrees 18 minutes 30 seconds west, 287.57 feet, north 5 degrees 35 minutes 20 seconds east, 83.35 feet to a point;

THENCE on a curve to the right tangent with the last mentioned course, having a radius of 15.00 feet, central angle of 85 degrees 08 minutes 50 seconds and a length of 22.29 feet to a point on the southerly side of Broadway;

THENCE RUNNING along Broadway, north 79 degrees 33 minutes 30 seconds east, 116.60 feet to a corner and lands now or formerly of Mary Cheatam;

RUNNING THENCE along lands now or formerly of Mary Cheatam, south 10 degrees 26 minutes 30 seconds east, 71.00 feet to a corner;

THENCE north 79 degrees 33 minutes 30 seconds east, along lands now or formerly of Mary Cheatam and lands now or formerly of William Hughes, 71.00 feet to a corner;

THENCE south 12 degrees 50 minutes 30 seconds east, along lands of Hughes, 43.77 feet;

THENCE south 11 degrees 00 minutes 30 seconds east, along lands now or formerly of Amster Guarrant, Sr., 82.32 feet to a point on the northerly side of Hill Street;

THENCE along Hill Street, south 80 degrees 32 minutes 10 seconds west, 24.50 feet, south 9 degrees 38 minutes 20 seconds east, 32.38 feet to a corner and lands of Consolidated Edison Co. of N.Y., Inc.;

THENCE along lands of Consolidated Edison Co. of N.Y. Inc., south 80 degrees 21 minutes 40 seconds west 48.76 feet to a corner;

THENCE still along lands of Consolidated Edison Co. of N.Y. Inc. south 1 degree 33 minutes 50 seconds east, 277.72 feet, south 89 degrees 44 minutes 10 seconds west, 5.64 feet, south 2 degree 08 minutes 00 seconds east, 29.92 feet, south 87 degrees 52 minutes 00 seconds west, 49.23 feet, south 7 degrees 23 minutes 30 seconds east, 91.71 feet, south 12 degrees 16 minutes 20 seconds east, 26.25 feet, south 14 degrees 59 minutes 20 seconds east, 67.01 feet to Central Avenue, at the point or place of BEGINNING. Containing 2.5532 Acres 111,219 Sq. Ft.

47, 51-53, and 61 Water Street

PERIMETER DESCRIPTION and ENVIRONMENTAL EASEMENT WEST OF WATER STREET

The description recited below is being the perimeter boundary line of 61, 51-53 and 47 Water Street and the portion of the Environmental Easement west of Water Street.

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

BEGINNING at a point on the westerly side of Water Street at the division line between lands of McKeon and lands of the Hudson Wire Company;

THENCE along the westerly side of Water Street, the following courses and distances; south 00 degrees 18 minutes 30 seconds east, 185.00 feet, south 4 degrees 47 minutes 50 seconds east, 169.50 feet, south 11 degrees 42 minutes 20 seconds east, 80.09 feet to the northerly side of an existing Right of Way.

THENCE along the northerly side of said Right of Way South 87 degrees 45 minutes 30 seconds west 121.02 to a point on the easterly line of the now or formerly New York Central Railroad Co. Hudson Division;

THENCE along the New York Central Railroad Co. Hudson Division, on a curve to the left not tangent with the last mentioned course, having a radius of 4930.30 feet, central angle 4 degrees 09 minutes 16.50 seconds and a length of 357.48 feet;

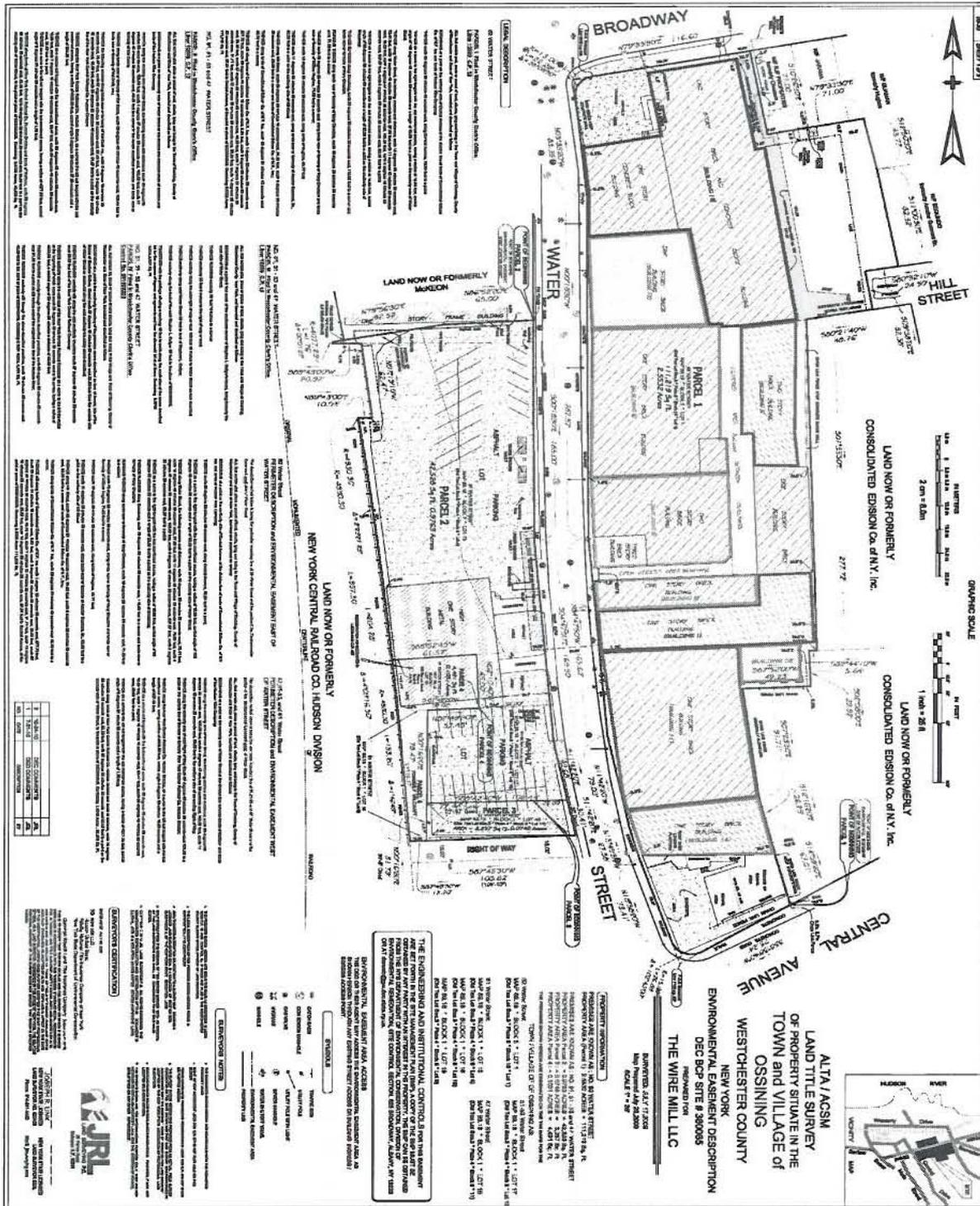
THENCE on a course not tangent with the last mentioned curve, north 89 degrees 43 minutes 00 seconds east, 10.03 feet, north 7 degrees 19 minutes 10 seconds west,

62.47 feet, south 89 degrees 43 minutes 00 seconds west, 20.92 feet to a point;

THENCE on a curve to the left not tangent with the last mentioned course, having a radius of 4077.25 feet, central angle of 0 degrees 01 minute 29 seconds and a length of 1.76 feet;

THENCE along lands of New York Central Railroad Co. Hudson Division and lands of McKeon, north 79 degrees 56 minutes 30 seconds east, 82.55 feet, north 86 degrees 52 minutes 20 seconds east 65.00 feet to a point on the westerly side of Water Street, to the point or place of BEGINNING. Containing 1.1542 Acres, 50,276 Sq. Ft.

**SURVEY**



**SURVEY [Contd.]**

