

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

THIS INDENTURE made this 22nd day of December, 2008, between Owner(s) **Harbor Square, LLC** having an office at 100 Summit Lake, Valhalla, 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 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 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 One Harbor Square in the Village and Town of Ossining, Westchester County, State of New York known and designated on the tax map of the County Clerk of Westchester as tax map parcel numbers; Section 97.06 Block 1 Lots 9, 10, 14 & 15, [Formerly Section 3, Block 4, Lots 8, 5.1, 6 & 17, 7A, 7B & 71], being the same as that property conveyed to Grantor by deeds on September 19, 2006 and recorded in the Land Records of the Westchester County Clerk at Control Number 462850018 [Lot 15]; Control Number 462850031 [Lot 9 & 10]; Control Number 462850050 & Control Number 472400826 [Lot 14] of Deeds, comprised of approximately 3.866 acres, and hereinafter more fully described in the ALTA/ACSM Land Title Survey dated October 14, 2008, prepared for "Parcel A" Harbor Square, LLC by Steven J. Willard, NYS LS 050054 and corresponding Schedule "A" property description, both documents attached hereto and made a part hereof (the " Controlled Property"); and

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 A3-0566-1006 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 Controlled Property may be used for commercial use as long as the following long-term engineering controls are employed and the land use restrictions specified below are adhered to :

(i) any soil on the property must be covered by a barrier layer approved by the Department such as concrete, asphalt, structures, or a minimum one (1) foot soil cover underlain by a demarcation barrier (e.g. geotextile) for vegetated areas;

(ii) any intrusive activities, including building renovation/expansion, subgrade utility line repair/relocation, and new construction which will cause a disturbance of the soil below the demarcation barrier (e.g. geotextile) must be conducted in accordance with the Department approved Site Management Plan (SMP);

(iii) prohibit vegetable gardens and farming on the Controlled Property;

(iv) prohibit the use of groundwater underlying the property without treatment to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval from the Department and the Westchester County Department of Health;

(v) must install a vapor barrier with a passive sub-slab vapor extraction system; shall also be subject to a Soil Vapor Intrusion (SVI) Investigation, conducted in accordance with the applicable guidance in effect at the time of the investigation in every new building erected; if the results of this SVI investigation demonstrate ineffectiveness of the passive sub-slab vapor extraction system, an appropriate active sub-slab vapor extraction system (e.g. blower, exhaust fan) shall be designed, constructed and maintained;

(vi) operate and maintain the dense non-aqueous phase liquid (DNAPL) Recovery System (e.g. MW-A) as depicted on Schedule A Survey and as set forth in Section 4 of the Department Approved SMP;

(vii) maintain the DNAPL Slurry Wall as depicted on Schedule A Survey and as set forth in Section 4 of the Department Approved Site Management Plan but allow installation of conical pipe piles behind the slurry wall (as described in the Department approved August 2007 Remedial Design); and

(viii) monitor, maintain, and replace as necessary any on-site Groundwater Monitoring Wells, DNAPL Recovery Wells, and sub-slab vapor extraction systems as depicted on Schedule A Survey and as set forth in Section 4 of the Department approved SMP.

B. Grantor shall provide all persons who acquire any interest in the Controlled Property a
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true and complete copy of the Site Management Plan that the Department has approved for the Controlled Property and all Department-approved amendments to that Site Management Plan.

C. The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated November 21, 2008 ("SMP"). 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 on the Controlled Property, 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. Upon notice of not less than thirty (30) days the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. 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:	or	Site Control Section
Region 3		Division of Environmental Remediation
NYS DEC		NYS DEC
21 South Putt Corners Road		625 Broadway
New Paltz, NY 12561-1696		Albany, NY 12233

D. The Controlled Property may not be used for a higher level of use such as unrestricted or restricted residential use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

E. 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 of Title 36 to 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 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:

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 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 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 360091
Environmental Easement Attorney
Office of General Counsel
NYSDEC
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.

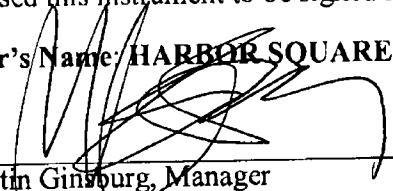
8. Amendment. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed 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.

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

Grantor's Name: HARBOR SQUARE, LLC

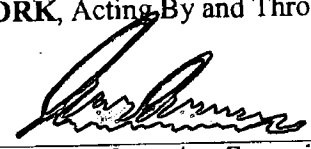
By: 
Martin Ginsburg, Manager

Title: MANAGER Date: 12-19-08

By: 
Louis R. Cappelli, Manager

Title: MANAGER Date: 12-16-08

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

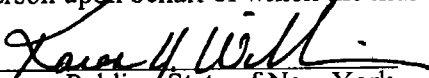
by: 
Alexander B. Grannis, Commissioner

rtr
Andrew Maniglia
Ginsburg Development Companies, LLC
100 Summit Lake Dr, Ste 100
Valhalla, NY 10595

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 16th day of December, in the year 20 08 before me, the undersigned, personally appeared Louis R. Cappell, 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

KAREN Y. WILLIAMS
Notary Public, State of New York
No. 01WI6151782
Qualified in Westchester County
Commission Expires Aug. 28, 20 10

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF Westchester

On the 19 day of December, in the year 2008, 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.

Pamela Chillo
Notary Public - State of New York

Pamela Chillo
Notary Public, State of New York
NO. 01CH6105596
Qualified in Rockland County
Comm. Expires 02-09-2012

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF Albany

On the 22 day of December, in the year 2008, before me, the undersigned, personally appeared Alexander B. Dranni, 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 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.

Cull
Notary Public - State of New York

CINDYLOU M. FRINKS-DIXON
Notary Public, State of New York
No. 4805685
Qualified in Albany County
Commission Expires August 24, 2009

SCHEDULE "A" PROPERTY DESCRIPTION

Legal Description

Disposition Parcel

Village & Town of Ossining, Westchester County, New York

All that plot, piece or parcel of land, situate, lying, and being in the Village of Ossining, County of Westchester and State of New York being more particularly described as follows:

BEGINNING at a point formed along the westerly side of Secor Road, said point marking the northeasterly corner of lands N/F 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;

From said point of BEGINNING along the northerly boundary of the aforementioned lands of N/F the Town of Ossining (Lot 7E, Block 4, Section 3);

- 1) THENCE North 88-46-20 West a distance of 73.10 feet to a point;

Through the lands of the grantors along the westerly boundary of the herein described parcel, the following ten-(10) courses and distances;

- 2) THENCE North 01-50-47 East a distance of 32.78 feet to a point;
- 3) THENCE North 88-32-53 West a distance of 30.90 feet to a point;
- 4) THENCE North 21-55-55 West a distance of 44.76 feet to a point;
- 5) THENCE North 58-26-11 West a distance of 39.93 feet to a point of curvature;
- 6) 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 67-28-05 feet to a point of tangency;
- 7) THENCE North 09-01-54 East a distance of 45.04 feet to a point;

Legal Description

Disposition Parcel

Village & Town of Ossining, Westchester County, New York

- 8) THENCE North 24-42-08 West a distance of 30.13 feet to a point;
- 9) THENCE North 67-33-07 West a distance of 109.02 feet to a point;
- 10) THENCE North 53-23-15 West a distance of 7.05 feet to a point;
- 11) THENCE North 24-42-08 West a distance of 169.19 feet to a point on the southerly boundary of lands N/F Mobil Oil Corporation;

Along the southerly boundary of lands N/F Mobil Oil Corporation, and also lands N/F M. Puchir, and lands N/F J.W. Sullivan Estates the following four (4) courses and distances;

- 12) THENCE North 66-23-30 East a distance of 417.83 feet to a point;
- 13) THENCE North 34-48-50 West a distance of 2.54 feet to a point;
- 14) THENCE North 67-06-02 East a distance of 105.20 feet to a point;
- 15) THENCE South 34-15-30 East a distance of 17.30 feet to a point on the westerly side of Westerly Road Way;

Along the westerly side of Westerly Road Way the following seven (7) courses and distances;

- 16) THENCE South 02-34-47 West a distance of 38.00 feet to a point;
- 17) THENCE South 01-40-12 West a distance of 93.68 feet to a point;
- 18) THENCE North 88-19-48 West a distance of 29.83 feet to a point;
- 19) THENCE South 47-33-27 West a distance of 2.03 feet to a point;

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Legal Description

Disposition Parcel

Village & Town of Ossining, Westchester County, New York

20) THENCE South 02-34-47 West a distance of 217.50 feet to a point;

21) THENCE South 66-33-01 West a distance of 6.24 feet to a point;

22) THENCE South 00-26-02 West a distance of 53.80 feet to a point;

Along the Westerly side of Secor Road the following two (2) courses and distances;

23) THENCE along a non-tangent curve to the left, having a radial bearing South 26-43-02 East, having a radius of 102.00 feet, an arc length of 108.08 feet, and an included angle of 60-42-40 feet to a point of tangency;

24) THENCE South 02-34-18 West a distance of 153.68 feet to the point and place of BEGINNING.

Containing within said bounds 168,419 square feet (3.866 Ac.) more or less.

