

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

THIS INDENTURE made this 24 day of December, 2008, between Owner(s) **The Village of Ossining** having an office at Municipal Building, 16 Croton Avenue, Ossining, New York 10562 (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 Lands of the Village of Ossining, 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 Lot 11, [Formerly Section 3, Block 4, Lot 5.2 described as p/o Parcel 1 L 11949 P. 110], being the same as that property conveyed to Grantor by deeds on January 29, 1998 and recorded in the Land Records of the Westchester County Clerk at Liber 11949 Page 110 [Lot 1]; of Deeds, comprised of approximately 0.685 acres, and hereinafter more fully described in the ALTA/ACSM Land Title Survey dated October 14, 2008, prepared for "Village of Ossining" 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) vegetable gardens and farming on the Controlled Property is prohibited;

(iv) the use of groundwater underlying the property is prohibited 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) should a building(s) be erected, prior to construction, a Soil Vapor Intrusion (SVI) Investigation shall be conducted in accordance with the applicable guidance in effect at the time of the investigation; if the results of this SVI investigation demonstrate the need for a sub-slab vapor extraction system, an appropriate system shall be designed, constructed and maintained;

(vi) monitor, maintain, and replace as necessary Groundwater Monitoring Wells, MW-7 and MW-7A, as depicted on Schedule A Survey and as set forth in Section 4 of the Department approved SMP.

B. Grantor must provide all persons who acquire any interest in the Controlled Property a 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.

The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated December, 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:
Region 3
NYS DEC
21 South Putt Corners Road
New Paltz, NY 12561-1696

or

Site Control Section
Division of Environmental Remediation
NYS DEC
625-Broadway
Albany, NY 12233

C. 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.

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 of Title 36 to Article 71 of the Environmental Conservation Law.

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:

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.

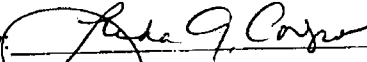
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the

County: Westchester Site No: C 360091 BCA Index No: A3-0566-1006A

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: Village of Ossining

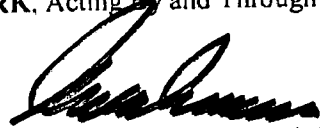
By: 

Title: Village Manager Date: December 18, 2008

By: _____

Title: _____ Date: _____

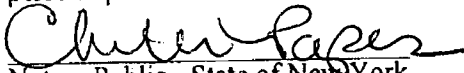
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE
PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department
of Environmental Conservation**

by: 
Alexander B. Grannis, Commissioner

Grantor's Acknowledgment

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

On the 18 day of December, in the year 2008, before me, the undersigned, personally appeared Linda G. Cooper, 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

Christina Papas
Notary Public, State of New York
No. 01MA6040218
Qualified in Westchester County
Commission Expires April 17, 2012

Grantor's Acknowledgment

STATE OF NEW YORK)
)
COUNTY OF) ss:

On the _____ day of _____, in the year 20 __, before me, the undersigned, personally appeared _____, 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.

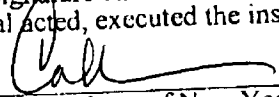
Notary Public - State of New York

County: Westchester Site No: C 360091 BCA Index No:- A3-0566-1006A

Grantee's Acknowledgment

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

On the 22 day of Decr, in the year 2008, before me, the undersigned, personally appeared Averah A. Hearn, 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.



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, 20 09

SCHEDULE "A" PROPERTY DESCRIPTION

(LANDS OF THE VILLAGE OF OSSINING)

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:

From 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, thence North 88-46-20 West a distance of 73.10 feet to the point of BEGINNING;

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

- 1) THENCE North 88-46-20 West a distance of 43.90 feet to a point;
- 2) THENCE North 18-49-47 West a distance of 6.62 feet to a point;
- 3) THENCE North 20-59-39 West a distance of 15.42 feet to a point;
- 4) THENCE North 22-28-09 West a distance of 22.65 feet to a point;
- 5) THENCE North 23-51-42 West a distance of 13.30 feet to a point of curvature;
- 6) THENCE along a curve to the left having a radius of 50.08 feet, an arc length of 25.93 feet, and an included angle of 29-39-47 to a point of reverse curvature;
- 7) THENCE along a curve to the right having a radius of 52.38 feet, an arc length of 12.58 feet, and an included angle of 13-45-36 to a point of compound curvature;
- 8) THENCE along a curve to the right having a radius of 258.56 feet, an arc length of 21.63 feet, and an included angle of 4-47-34 to a point of compound curvature;
- 9) THENCE along a curve to the right having a radius of 102.01 feet, an arc length of 21.53 feet, and an included angle of 12-05-42 to a point of tangency;
- 10) THENCE North 22-52-37 West a distance of 56.72 feet to a point;
- 11) THENCE North 01-39-53 West a distance of 11.12 feet to a point;
- 12) THENCE along a curve to the left having a radius of 152.38 feet, an arc length of 23.89 feet, and an included angle of 8-58-56 to a point of compound curvature;
- 13) THENCE along a curve to the left having a radius of 74.69 feet, an arc length of 35.32 feet, and an included angle of 27-05-29 to a point of compound curvature;
- 14) THENCE along a curve to the left having a radius of 32.16 feet, an arc length of 17.88 feet, and an included angle of 31-51-31 to a point of tangency;
- 15) THENCE North 69-35-49 West a distance of 21.90 feet to a point;
- 16) THENCE North 63-12-24 West a distance of 44.60 feet to a point of curvature;
- 17) THENCE along a curve to the right having a radius of 48.20 feet, an arc length of 15.50 feet, and an included angle of 18-25-17 to a point of reverse curvature;
- 18) THENCE along a curve to the left having a radius of 33.24 feet, an arc length of 18.88 feet, and an included angle of 32-31-51 to a point of tangency;
- 19) THENCE North 77-18-59 West a distance of 5.18 feet to a point;
- 20) THENCE along a curve to the left having a radius of 130.00, an arc length of 34.25 feet, and an included angle of 15-05-44 to a point of compound curvature;

- 21) THENCE along a curve to the left having a radius of 43.35 feet, an arc length of 19.62 feet, and an included angle of 25-56-01 to a point a point of reverse curvature;
- 22) THENCE along a curve to the right having a radius of 64.32 feet, an arc length of 27.03 feet, and an included angle of 24-04-30 to a point of tangency;
- 23) THENCE South 85-43-48 West a distance of 8.39 feet to a point;
- 24) THENCE along a curve to the right having a radius of 78.59 feet, an arc length of 40.72 feet, and an included angle of 29-41-03 to a point of compound curvature;
- 25) THENCE along a curve to the right having a radius of 185.55 feet, an arc length of 29.01 feet, and an included angle of 08-57-29 to a point of compound curvature;
- 26) THENCE along a curve to the right having a radius of 99.51 feet, an arc length of 33.85 feet, and an included angle of 19-29-13 to a point of compound curvature;
- 27) THENCE along a curve to the right having a radius of 34.02 feet, an arc length of 44.36 feet, and an included angle of 74-42-19 feet to a point of tangency;
- 28) THENCE North 38-33-51 East a distance of 11.97 feet to a point;
- 29) THENCE along a curve to the right having a radius of 40.00 feet, an arc length of 21.28 feet, and an included angle of 30-29-15 to a point of tangency;
- 30) THENCE North 69-03-06 East a distance of 24.45 feet to a point;
- 31) THENCE North 59-14-02 East a distance of 48.15 feet to a point;
- 32) THENCE North 66-23-30 East a distance of 52.18 feet to a point;
- 33) THENCE South 24-42-08 East a distance of 169.19 feet to a point;
- 34) THENCE South 53-23-15 East a distance of 7.05 feet to a point;
- 35) THENCE South 67-33-07 East a distance of 109.02 feet to a point;
- 36) THENCE South 24-42-08 East a distance of 30.13 feet to a point;
- 37) THENCE South 09-01-54 West a distance of 45.04 feet to a point of curvature;
- 38) THENCE along a curve to the left having a radius of 80.00 feet, an arc length of 94.20 feet, and an included angle of 67-28-05 to a point of tangency;
- 39) THENCE South 58-26-11 East a distance of 39.93 feet to a point;
- 40) THENCE South 21-55-55 East a distance of 44.76 feet to a point;
- 41) THENCE South 88-32-53 East a distance of 30.90 feet to a point;
- 42) THENCE South 01-50-47 West a distance of 32.78 feet to the point and place of BEGINNING;

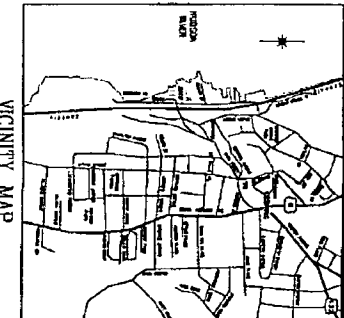
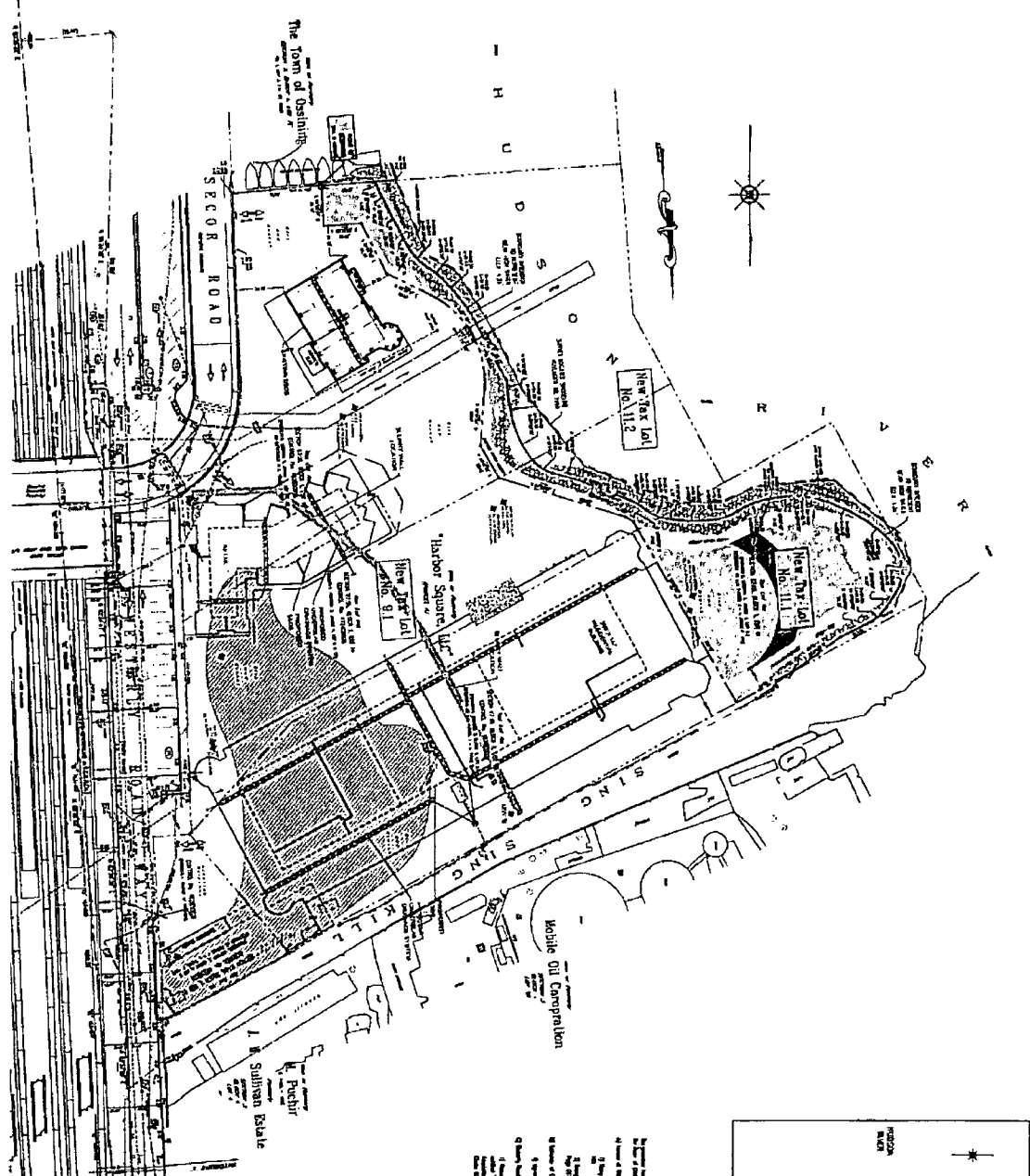
Containing within said bounds 29,860 square feet (0.685 Ac.) more or less.

SECTION 1. DESCRIPTION

The above described land is situated in the Village of Ossining, Town of Ossining, Westchester County, New York, and is bounded as follows: on the north by the Village of Ossining; on the east by the Village of Ossining; on the south by the Village of Ossining; and on the west by the Village of Ossining.

1. The above described land is situated in the Village of Ossining, Town of Ossining, Westchester County, New York, and is bounded as follows: on the north by the Village of Ossining; on the east by the Village of Ossining; on the south by the Village of Ossining; and on the west by the Village of Ossining.

2. The above described land is situated in the Village of Ossining, Town of Ossining, Westchester County, New York, and is bounded as follows: on the north by the Village of Ossining; on the east by the Village of Ossining; on the south by the Village of Ossining; and on the west by the Village of Ossining.



VICINITY MAP

MAP REFERENCING NOTES:
 1. The above described land is situated in the Village of Ossining, Town of Ossining, Westchester County, New York, and is bounded as follows: on the north by the Village of Ossining; on the east by the Village of Ossining; on the south by the Village of Ossining; and on the west by the Village of Ossining.

LEGEND

- Approximate Location of Manufacturing Plants
- Proposed Building
- Appropriate Quota, Etc.
- Appropriation by S & W (Indorsement)
- Existing Slurry Wall
- Existing Quasi-Factory Walls
- MWMA

SITE PLAN

- Gasoline 0.043 Ac.
- Pavement 0.230 Ac.
- Grass 0.195 Ac.
- Rip Rap 0.241 Ac.



AREA SCHEDULE

Gasoline	0.043 Ac.
Pavement	0.230 Ac.
Grass	0.195 Ac.
Rip Rap	0.241 Ac.

ATKINS LAND TITLE SURVEY
VILLAGE OF OSSINING
 PART OF THE
TOWN, VILLAGE OF OSSINING
 COUNTY OF WESTCHESTER
 STATE OF NEW YORK

DATE OF SURVEY: 10/15/2008



ATKINS & ASSOCIATES, INC.
 100 West Street, Suite 200
 Ossining, NY 10596
 Phone: (914) 941-1100 Fax: (914) 941-1101