

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

**THIS INDENTURE** made this 24<sup>th</sup> day of July, 2017, between Owner(s) Edgestone Group LLC, having an office at 1407 Broadway, Suite 1705, New York, New York 10018, County of New York, 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 151-45 6th Road in the City of New York, County of Queens and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel numbers: Block 4487 Lots 160, 169, 170 and 200; Block 4524 Lots 77 and 92; and Block 4531 Lots 79 and 92, being the same as that property conveyed to Grantor by deed dated November 16, 2012 and recorded in the City Register of the City of New York as CRFN # 2012000461392, and by confirmatory deed dated November 4, 2015 and recorded in the City Register of the City of New York as CRFN # 2015000398801. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 11.77 +/- acres, and is hereinafter more fully described in the Land Title Survey dated September 30, 2016 and last revised June 9, 2017 prepared by Alexander Tsukerman, L.L.S. of Leonard J. Strandberg and Associates, which will be attached to the Site Management Plan. The Controlled Property description 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 public 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 Brownfield Cleanup Agreement Index Number: A2-0549-0506, 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:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

(6) 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;

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

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

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

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, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:  
(i) are in-place;  
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

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

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

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

A. This Environmental Easement is enforceable in 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: C241091  
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.

**Remainder of Page Intentionally Left Blank**

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

Edgestone Group LLC:

By: E. B. [Signature]

Print Name: Xiaogang Wang

Title: Managing Member Date: 7/18/2017

## Grantor's Acknowledgment

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF QUEENS )

On the 12 day of JULY, in the year 2017, before me, the undersigned, personally appeared XIAOGANG WANG, 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

ANTHONY WONG  
Notary Public, State of New York  
No. 01WO6216490  
Qualified in Queens County  
Commission Expires Jan. 19, 2018



**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: \_\_\_\_\_

Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 24<sup>th</sup> day of July, in the year 2017 before me, the undersigned, personally appeared Robert W. Schick, 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.

\_\_\_\_\_  
Notary Public - State of New York

**David J. Chiusano**  
**Notary Public, State of New York**  
**No. 01CH5032146**  
**Qualified in Schenectady County**  
**Commission Expires August 22, 2018**



**SCHEDULE "A" PROPERTY DESCRIPTION**

**ENVIRONMENTAL EASEMENT DESCRIPTION FOR SITE # C241091  
151-45 6th ROAD, QUEENS, NY.**

All that certain plot, piece or parcel of land, situate, lying and being at Whitestone in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING: at the corner formed by the intersection of the Southerly side of 6th Road (River Street) with the Easterly side of 151st Place (12th Avenue) as said road and avenue were shown of the Final Topographical Map of the City of New York for the Borough of Queens, immediately prior to December 21, 1950;

RUNNING THENCE Southerly along the said Easterly side of 151st Place, South 3 degrees 10 minutes 30 seconds West 112.91 feet;

THENCE Easterly on an interior angle of 110 degrees 04 minutes 33 seconds (South 66 degrees 44 minutes 57 seconds East) with the said Easterly side of 151st Place, a distance of 266.07 feet to a point;

THENCE still running in an Easterly direction at right angles (South 86 degrees 28 minutes 15 seconds East) with the Westerly side of 152nd (Bayside Avenue) Street as shown on the Final Topographical Map, 60 feet wide, a distance of 50 feet to the Westerly side of said 152nd Street:

THENCE Northerly along said Westerly side of 152nd Street, North 3 degrees 31 minutes 45 seconds East 131.33 feet to a point;

THENCE North 87 degrees 37 minutes 50 seconds East 80.97 feet to a point;

THENCE in a Northerly direction forming an interior angle of 80 degrees 37 minutes 42 seconds (North 11 degrees 44 minutes 28 seconds West) with the last mentioned course and in a straight line 187.88 feet to the point of intersection of the center line of said above mentioned 6th Road, if extended Easterly with Westerly side of 152nd Street, if extended Northerly;

THENCE North 78 degrees 09 minutes 10 second East 31.30 feet;

THENCE North 7 degrees 44 minutes 10 seconds East 44.06 feet to a monument;

THENCE Northeasterly along the original high water line of the East River North 78 degrees 06 minutes 11 seconds East 28.13 feet to a monument in the Easterly line of 152nd Street as laid out on alteration maps No. 2951 and 3470 of the Final Topographical Map of The City of New York to Stonite Realty Corp., dated 12/29/1965 and recorded in Liber 19, page 104;

THENCE along said Northerly prolongation said Easterly side of 152nd Street, the following three (3) courses and distances:

1. South 5 degrees 04 minutes 25 seconds West a distance of 49.91 feet to an angle in said Street line;
2. South 12 degrees 39 minutes 00 seconds East a distance of 233.67 feet to a monument at

- another angle in said Street line;
3. South 3 degrees 08 minutes 37 second West a distance of 3.74 feet to the Southerly side of Old Road to Steamboat Dock, now known as 152nd Street as said 152nd Street is laid out and shown on the Final Topographical Map of the City of New York for the Borough of Queens;

THENCE along said Southerly side of 152nd Street, North 89 degrees 20 minutes 35 seconds West a distance of 95.50 feet to the corner formed by the intersection therewith of the Easterly side of the street formerly known as Bayside Avenue, now known as 152nd Street, 60 feet wide, as laid on said Final Topographical Map;

THENCE Southerly along the Easterly side of 152nd Street (60 feet wide) South 3 degrees 31 minutes 45 seconds West 141.00 feet;

THENCE Easterly at right angles to the Easterly side of 152nd Street, South 86 degrees 28 minutes 15 seconds East 95.75 feet to the Westerly side of land now or formerly belonging to John D. Locke;

THENCE Northerly along the Westerly line of land now or formerly belonging to John D. Locke, North 3 degrees 04 minutes 55 seconds East 49.27 feet to monument;

THENCE South 77 degrees 01 minute 20 seconds East parallel with 10th Avenue (22nd Street) a distance of 438.32 feet to the division line between the Easterly line of the premises herein described and the Westerly line of the premises conveyed by K.P.W. Corp., (sometimes referred to as K.P.W. Corporation), successor by merger to North Shore Terminal Corporation by deed dated March 15, 1956;

THENCE along said division line, North 12 degrees 58 minutes 40 seconds East 470.61 feet;

THENCE North 65 degrees 16 minutes 31 seconds West 57.41 feet;

THENCE North 78 degrees 44 minutes 14 seconds West 50.21 feet;

THENCE North 75 degrees 20 minutes 57 seconds West 50.08 feet;

THENCE North 59 degrees 30 minutes 44 seconds West 60.60 feet;

THENCE North 63 degrees 22 minutes 16 seconds West 47.95 feet;

THENCE North 58 degrees 40 minutes 56 seconds West 46.36 feet;

THENCE North 73 degrees 50 minutes 14 seconds West 58.99 feet;

THENCE North 69 degrees 45 minutes 40 seconds West 99.69 feet;

THENCE North 59 degrees 31 minutes 16 seconds West 108.92 feet;

THENCE North 66 degrees 42 minutes 22 seconds West 92.00 feet;

THENCE North 74 degrees 01 minutes 10 seconds West 60.41 feet;

THENCE North 70 degrees 44 minutes 45 seconds West 97.26 feet;

THENCE North 73 degrees 18 minutes 06 seconds West 152.63 feet;

THENCE South 13 degrees 00 minutes 00 seconds West 408.63 feet;

THENCE South 3 degrees 10 minutes 30 seconds West 102.08 feet to a point in the above mentioned Southerly line of said above mentioned 6th Road;

THENCE North 78 degrees 09 minutes 10 seconds East along the Southerly side of said 6th Road, 31.06 feet to the point or place of BEGINNING.

Containing an area of approximately 11.77 acres more or less.