

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

THIS INDENTURE made this 3RD day of NOVEMBER, 2016, between Owner(s) Beacon Waterfront, LLC, (the "Grantor") having an office at One Civic Center Plaza, Suite 200, Poughkeepsie, New York 12601, County of Dutchess, State of New York, 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 23 Long Dock Road in the City of Beacon, County of Dutchess and State of New York, known and designated on the tax map of the County Clerk of Dutchess as tax map parcel number: Section 5954 Block 32 Lot 490828, being a portion of the property conveyed to Grantor by deed dated January 28, 2008 and recorded in the Dutchess County Clerk's Office as Document #22008-1052. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 3.86 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 18, 2015 and last revised May 20, 2016 prepared by Jonathan J. Verderber, L.L.S. of Morris Associates, Engineering & Surveying Consultants, PLLC, which will be attached to the Site Management Plan. The Controlled Property descriptions are set forth in and attached hereto as Schedule A (Parcel 2); and

WHEREAS, Grantor, is the owner of real property located at the address of 23 Long Dock Road in the City of Beacon, County of Dutchess and State of New York, known and designated on the tax map of the County Clerk of Dutchess as tax map parcel number: Section 5954 Block 32 Lot 490828, being a portion of the property conveyed to Grantor by deed dated January 28, 2008 and recorded in the Dutchess County Clerk's Office as Document #22008-1052. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.54 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 18, 2015 and last revised May 20, 2016 prepared by Jonathan J. Verderber, L.L.S. of Morris Associates, Engineering & Surveying Consultants, PLLC, which will be attached to the Site Management Plan. The Controlled Property descriptions are set forth in and attached hereto as Schedule A (Parcel 5); 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: W3-1038-04-12 as amended July 20, 2012, 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 portion of the Controlled Property identified in Schedule A as "Parcel 2" may be used for 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), and the portion of the Controlled Property described in Schedule A as "Parcel 5" 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 Dutchess County Department of Health 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 portion of the Controlled Property identified in Schedule A as "Parcel 2" shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), the portion of the Controlled Property identified in Schedule A herein as "Parcel 5" shall not be used for Residential purposes as defined in 6 NYCRR 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.

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

The Scenic Hudson Land Trust, Inc. as
sole member of Beacon Waterfront, LLC:

By:  _____

Print Name: Steve Rosenberg

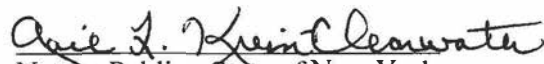
Title: Executive Director,
The Scenic Hudson Land Trust, Inc.

Date: 10/26/16

Grantor's Acknowledgment

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

On the 26th day of October in the year 20 16, before me, the undersigned, personally appeared Steve Rosenberg 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 capacit (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

GAIL L KREIN CLEARWATER
Notary Public, State of New York
No. 01KR611621
Qualified In Ulster County
Commission Expires June 14, 2020

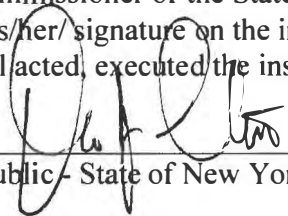
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 3rd day of November, in the year 2016, 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

ALL THAT PARCEL OF LAND SITUATE IN THE CITY OF BEACON, COUNTY OF DUTCHESS AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 2

HEREIN DESCRIBED PARCEL IS FOR THE ENVIRONMENTAL & COMMERCIAL USE EASEMENT FOR THE BEACON WATERFRONT, LLC.

BEGINNING AT A POINT ON THE WESTERLY ROAD BOUNDARY OF RED FLYNN DRIVE, SAID POINT BEING THE DIVISION LINE BETWEEN LANDS OF NOW OR FORMERLY OF THE SCENIC HUDSON LAND TRUST INC. (L. 22000 PG. 9142) TO THE SOUTH AND THE LANDS NOW OR FORMERLY OF CITY OF BEACON (L.1186 PG. 13) TO THE NORTH; THENCE RUNNING WESTERLY ON THE AFOREMENTIONED DIVISION LINE NORTH 84°-55'-09" WEST, A DISTANCE OF 374.18 FEET TO A POINT; THENCE LEAVING THE AFOREMENTIONED DIVISION LINE TURNING SOUTHERLY ON THE DIVISION LINE BETWEEN PARCEL 1 & 4 SOUTH 03°-39'-45" EAST, A DISTANCE OF 61.69 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE RUNNING SOUTHERLY ALONG THE DIVISION LINE BETWEEN PARCEL 2 & 5 THROUGH THE AFOREMENTIONED SCENIC HUDSON PROPERTY AND THE LANDS NOW OR FORMERLY BEACON WATERFRONT, LLC (L. 22008, PG. 1052) THE FOLLOWING (7) SEVEN COURSES AND DISTANCES:

1. SOUTH 03°-39'-45" EAST, A DISTANCE OF 57.39 FEET TO A POINT;
2. NORTH 87°-17'-34" EAST, A DISTANCE OF 103.01 FEET TO A POINT;
3. SOUTH 40°-19'-54" EAST, A DISTANCE OF 94.24 FEET TO A POINT;
4. SOUTH 66°-15'-23" EAST, A DISTANCE OF 29.08 FEET TO A POINT;
5. SOUTH 04°-42'-00" EAST, A DISTANCE OF 26.32 FEET TO A POINT;
6. SOUTH 34°-12'-01" WEST, A DISTANCE OF 24.38 FEET TO A POINT;
7. SOUTH 30°-07'-43" WEST, A DISTANCE OF 77.12 FEET TO A POINT AT THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE TURNING WESTERLY ON THE DIVISION LINE OF THE AFOREMENTIONED BEACON WATERFRONT PROPERTY TO THE NORTH AND THE LANDS NOW OR FORMERLY OF THE SCENIC HUDSON LAND TRUST INC. (L. 1993 PG. 126) TO THE SOUTH, SOUTH 85°-41'-40" WEST, A DISTANCE OF 107.75 FEET TO A POINT; THENCE RUNNING ALONG THE DIVISION LINE BETWEEN PARCEL 2 & 3 THROUGH THE AFOREMENTIONED BEACON WATERFRONT PROPERTY THE FOLLOWING (3) THREE COURSES AND DISTANCE:

1. NORTH 45°-01'-33" WEST, A DISTANCE OF 78.23 FEET TO A POINT;
2. NORTH 81°-45'-48" WEST, A DISTANCE OF 145.40 FEET TO A POINT;
3. SOUTH 06°-13'-06" WEST, A DISTANCE OF 92.42 FEET TO A POINT; THENCE RUNNING WESTERLY AND NORTHERLY THROUGH THE AFOREMENTIONED BEACON WATERFRONT PROPERTY AND THE SCENIC HUDSON PROPERTY (L. 22000 PG. 9142) THE FOLLOWING (14) FOURTEEN COURSES AND DISTANCE:

1. SOUTH 85°-41'-40" WEST, A DISTANCE OF 33.45 FEET TO A POINT;
2. NORTH 80°-55'-29" WEST, A DISTANCE OF 65.70 FEET TO A POINT;
3. NORTH 75°-47'-18" WEST, A DISTANCE OF 103.86 FEET TO A POINT;
4. SOUTH 84°-15'-24" WEST, A DISTANCE OF 25.66 FEET TO A POINT;
5. NORTH 89°-43'-11" WEST, A DISTANCE OF 31.80 FEET TO A POINT;
6. SOUTH 71°-17'-04" WEST, A DISTANCE OF 103.00 FEET TO A POINT;
7. NORTH 20°-47'-15" WEST, A DISTANCE OF 37.30 FEET TO A POINT;
8. NORTH 56°-59'-04" EAST, A DISTANCE OF 104.49 FEET TO A POINT;
9. NORTH 00°-43'-04" EAST, A DISTANCE OF 17.88 FEET TO A POINT;
10. NORTH 27°-33'-52" WEST, A DISTANCE OF 32.62 FEET TO A POINT;
11. NORTH 84°-00'-22" WEST, A DISTANCE OF 47.11 FEET TO A POINT;
12. NORTH 15°-37'-26" WEST, A DISTANCE OF 48.55 FEET TO A POINT;
13. NORTH 88°-37'-21" WEST, A DISTANCE OF 39.63 FEET TO A POINT;
14. NORTH 00°-09'-52" EAST, A DISTANCE OF 46.99 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBE PARCEL; THENCE TURNING EASTERLY ALONG THE DIVISION LINE BETWEEN PARCEL 2 & 1 THROUGH THE AFOREMENTIONED SCENIC HUDSON PROPERTY THE FOLLOWING (3) THREE COURSES AND DISTANCES:

1. SOUTH 81°-45'-21" EAST, A DISTANCE OF 75.41 FEET TO A POINT;
2. NORTH 08°-14'-15" EAST, A DISTANCE OF 117.53 FEET TO A POINT;
3. SOUTH 81°-46'-11" EAST, A DISTANCE OF 479.95 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 3.86 ACRES MORE OR LESS.

PARCEL 5

HEREIN DESCRIBED PARCEL IS FOR THE ENVIRONMENTAL & RESTRICTED RESIDENTIAL USE EASEMENT FOR BEACON WATERFRONT, LLC.

BEGINNING AT A POINT ON THE WESTERLY ROAD BOUNDARY OF RED FLYNN DRIVE, SAID POINT BEING THE DIVISION LINE BETWEEN LANDS OF NOW OR FORMERLY OF THE SCENIC HUDSON LAND TRUST INC. (L. 22000 PG. 9142) TO THE SOUTH AND THE LANDS NOW OR FORMERLY OF CITY OF BEACON (L.1186 PG. 13) TO THE NORTH; THENCE RUNNING SOUTHERLY ALONG THE WESTERLY ROAD LINE OF RED FLYNN DRIVE THE FOLLOWING (2) TWO COURSES AND DISTANCES:

1. SOUTH 07°-46'-49" EAST, A DISTANCE OF 183.98 FEET TO A POINT;
2. SOUTH 44°-34'-57" EAST, A DISTANCE OF 99.85 FEET TO A POINT; SAID POINT BEING THE DIVISION LINE LANDS NOW OR FORMERLY OF BEACON WATERFRONT, LLC (L. 22008 PG. 1052) TO THE NORTH AND LANDS NOW OR FORMERLY OF THE SCENIC HUDSON LAND TRUST INC. (L. 1993 PG.126) TO THE SOUTH; THENCE TURNING WESTERLY ON THE AFOREMENTIONED DIVISION LINE SOUTH 85°-41'-40" WEST, A DISTANCE OF 320.76 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF HEREIN DESCRIBED PARCEL; THENCE TURNING NORTHERLY LEAVING AFOREMENTIONED DIVISION LINE ALONG THE DIVISION LINE BETWEEN PARCEL 5 & 2 THROUGH THE AFOREMENTIONED LANDS OF BEACON WATERFRONT, LLC AND THE SCENIC HUDSON PROPERTY THE FOLLOWING (7) SEVEN COURSES AND DISTANCES:

1. NORTH 30°-07'-43" EAST, A DISTANCE OF 77.12 FEET TO A POINT;
2. NORTH 34°-12'-01" EAST, A DISTANCE OF 24.38 FEET TO A POINT;
3. NORTH 04°-42'-00" WEST, A DISTANCE OF 26.32 FEET TO A POINT;
4. NORTH 66°-15'-23" WEST, A DISTANCE OF 29.08 FEET TO A POINT;
5. NORTH 40°-19'-54" WEST, A DISTANCE OF 94.24 FEET TO A POINT;
6. SOUTH 87°-17'-34" WEST, A DISTANCE OF 103.01 FEET TO A POINT;
7. NORTH 03°-39'-45" WEST, A DISTANCE OF 57.39 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE TURNING EASTERLY THE FOLLOWING (4) FOUR COURSES AND DISTANCES:

1. SOUTH 81°-46'-11" EAST, A DISTANCE OF 144.08 FEET TO A POINT;
2. NORTH 83°-09'-46" EAST, A DISTANCE OF 36.59 FEET TO A POINT;
3. NORTH 03°-55'-41" WEST, A DISTANCE OF 16.55 FEET TO A POINT;
4. NORTH 74°-39'-59" EAST, A DISTANCE OF 128.97 FEET TO A POINT; SAID POINT BEING ON THE AFOREMENTIONED DIVISION LINE BETWEEN CITY OF BEACON TO THE NORTH AND THE SCENIC HUDSON LAND TRUST, INC. TO THE SOUTH; THENCE RUNNING ALONG THE SAID DIVISION LINE SOUTH 84°-55'-09" EAST, A DISTANCE OF 66.86 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 1.54 ACRES MORE OR LESS.