

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

**THIS INDENTURE** made this 3<sup>RD</sup> day of August, 2017, between Owner(s) Poultney Street Partners, LLC, having an office at c/o Donnelly Industries Inc., 557 Route 23 South, Wayne, New Jersey 07470, County of Passaic, State of New Jersey (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 16-50 Poultney Street in the Village of Whitehall, County of Washington and State of New York, known and designated on the tax map of the County Clerk of Washington as tax map parcel numbers: Section 60.6 Block 1 Lot 5, being the same as that property conveyed to Grantor by deed dated March 15, 2007 and recorded in the Washington County Clerk's Office in Liber and Page 2344/69. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 11.74 +/- acres, and is hereinafter more fully described in the Land Title Survey dated July 10, 2017 prepared by William J. Nettleton, L.L.S. of C.T. Male 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: A5-0608-0708, 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:

**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 Washington 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 Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), 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;



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.

Poultney Street Partners, LLC:

By: Rod Donnelly

Print Name: Rod Donnelly

Title: MANAGING MEMBER Date: July 24, 2017

**Grantor's Acknowledgment**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

On the 24 day of July, in the year 2017, before me, the undersigned, personally appeared Rod Donnelly, 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.

Drew R. Struss  
Notary Public - State of New ~~York~~ Jersey



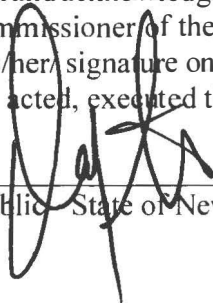
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

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

**Grantee's Acknowledgment**

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

On the 3<sup>rd</sup> day of August, 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**

**DESCRIPTION  
LANDS NOW OR FORMERLY OF  
POULTNEY STREET PARTNERS, LLC  
VILLAGE OF WHITEHALL, COUNTY OF WASHINGTON,  
STATE OF NEW YORK  
AREA = 11.74± ACRES OF LAND**

All that certain tract, piece or parcel of land situate in the Village of White Hall, County of Washington, State of New York, lying Southerly of U.S. Route 4 (S.H. No. 1880) and Easterly of the Champlain Canal, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the division line between the lands now or formerly of Poultney Street Partners, LLC as described in Book 2344 of Deeds at Page 69 on the North and the lands now or formerly of Clarendon and Pittsford Railroad Company as described in Book 498 of Deeds at Page 841 on the South with the division line between the said lands now or formerly of Poultney Street Partners, LLC on the East and the lands of the People of the State of New York (Champlain Canal) on the West, said point being located in the New York State Plane Coordinate System at North 1,719,705.1479 feet, East 783,281.8807 feet and runs thence from said point of beginning along the last mentioned division line North 02 deg. 43 min. 30 sec. East 371.57 feet to its point of intersection with the division line between the said lands now or formerly of Poultney Street Partners, LLC on the South and the lands of the People of the State of New York (Champlain Canal) on the North; thence along said division line the South 87 deg. 04 min. 00 sec. East 50.00 feet to its point of intersection with the Southerly highway boundary of U.S. Route 4 (S.H. No. 1880); thence along said Southerly highway boundary South 85 deg. 35 min. 10 sec. East 166.55 feet to its point of intersection with the Easterly highway boundary of U.S. Route 4 (S.H. No. 1880); thence North 06 deg. 35 min. 20 sec. East along said Easterly highway boundary 175.45 feet to its point of intersection with the Southerly highway boundary of U.S. Route 4 (S.H. No. 1880); thence along said Southerly highway boundary North 77 deg. 12 min. 13 sec. East 87.61 feet to its point of intersection with the Westerly highway boundary of U.S. Route 4 (S.H. No.

1880); thence along said Westerly highway boundary South 17 deg. 36 min. 38 sec. East 36.10 feet to its point of intersection with the Southerly highway boundary of U.S. Route 4 (S.H. No. 1880); thence North 80 deg. 47 min. 20 sec. East along said Southerly highway boundary 187.34 feet to its point of intersection with the Northeasterly highway boundary of U.S. Route 4 (S.H. No. 1880); thence North 28 deg. 04 min. 00 sec. West along said Northeasterly highway boundary 29.39 feet to its point of intersection with the Southerly highway boundary of U.S. Route 4 (S.H. No. 1880); thence along said Southerly highway boundary the following two (2) courses: 1) North 86 deg. 35 min. 49 sec. East 45.12 feet to a point; and 2) North 67 deg. 43 min. 55 sec. East 24.00 feet to its point of intersection with the division line between the said lands now or formerly of Poultney Street Partners, LLC on the Southwest, West and South and the Wood Creek on the Northeast, East and North; thence along said division line and generally along the Westerly bank of said Wood Creek the following twenty-six (26) courses: 1) South 32 deg. 13 min. 20 sec. East 92.35 feet to a point; 2) South 28 deg. 50 min. 55 sec. East 82.07 feet to a point; 3) South 31 deg. 13 min. 24 sec. East 131.46 feet to a point; 4) South 46 deg. 54 min. 25 sec. East 46.17 feet to a point; 5) South 38 deg. 56 min. 15 sec. East 83.07 feet to a point; 6) South 43 deg. 01 min. 19 sec. East 79.90 feet to a point; 7) South 51 deg. 25 min. 19 sec. East 74.01 feet to a point; 8) South 63 deg. 59 min. 32 sec. East 75.90 feet to a point; 9) South 55 deg. 16 min. 24 sec. East 25.99 feet to a point; 10) South 58 deg. 41 min. 12 sec. East 47.96 feet to a point; 11) South 68 deg. 31 min. 58 sec. East 29.37 feet to a point; 12) South 63 deg. 41 min. 38 sec. East 50.14 feet to a point; 13) South 73 deg. 03 min. 26 sec. East 46.11 feet to a point; 14) South 66 deg. 43 min. 37 sec. East 34.15 feet to a point; 15) South 73 deg. 20 min. 31 sec. East 38.78 feet to a point; 16) South 64 deg. 05 min. 48 sec. East 26.44 feet to a point; 17) South 62 deg. 56 min. 46 sec. East 19.76 feet to a point; 18) South 60 deg. 00 min. 00 sec. East 8.65 feet to a point; 19) South 56 deg. 27 min. 54 sec. East 24.43 feet to a point; 20) South 52 deg. 07 min. 01 sec. East 29.29 feet to a point; 21) South 49 deg. 28 min. 09 sec. East 32.59 feet to a point; 22) South 42 deg. 51 min. 41 sec. East

29.84 feet to a point; 23) South 30 deg. 00 min. 00 sec. East 11.65 feet to a point; 24) South 20 deg. 18 min. 53 sec. East 12.46 feet to a point; 25) South 06 deg. 45 min. 49 sec. East 7.48 feet to a point; and 26) South 02 deg. 38 min. 29 sec. East 13.37 feet to its point of intersection with the division line between the said lands now or formerly of Poultney Street Partners, LLC on the North and the said lands now or formerly of the Clarendon and Pittsford Railroad Company on the South; thence along said division line the following three (3) courses: 1) North 86 deg. 55 min. 00 sec. West 153.00 feet to a point; 2) North 82 deg. 50 min. 00 sec. West 1,046.18 feet to a point; and 3) North 82 deg. 46 min. 29 sec. West 219.12 feet to the point or place of beginning and containing 11.74± acres of land, more or less.