

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

**THIS INDENTURE** made this 14<sup>th</sup> day of MARCH, 2018 between Owner(s) Watchtower Bible and Tract Society of New York, Inc., having an office at 25 Columbia Heights, Brooklyn, New York 11201-2483, County of Kings, 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 10 Sawmill Place in the Town of Shawangunk, County of Ulster and State of New York, known and designated on the tax map of the County Clerk of Ulster as tax map parcel numbers: Section 99.004 Block 1 Lot 11, being the same as that property conveyed to Grantor by deed dated January 2, 1963 and recorded in the Ulster County County Clerk's Office in Liber and Page L 1133, P 604. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 2.06 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 18, 2010 prepared by Richard I. Eldred, LLS, 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: C356042-01-11, 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 Ulster 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 raising livestock or producing animal products for human consumption, 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: C356042  
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 [10/12]

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.

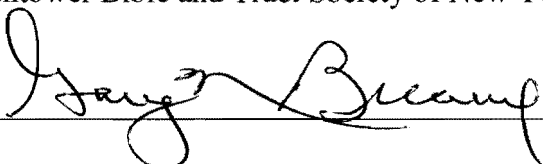
8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated 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.

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

Watchtower Bible and Tract Society of New York, Inc.:

By: 

Print Name: Gary N. Breaux

Title: Director Date: 12/3/13

**Grantor's Acknowledgment**

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

On the 320 day of December, in the year 20 13, before me, the undersigned, personally appeared GARY H. BREAUX, 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.

Linda L. Christianson  
Notary Public - State of New York

LINDA L. CHRISTIANSON  
Notary Public, State of New York  
No. 01CH6272614  
Qualified in Kings County  
Commission Expires November 19, 2016

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.


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10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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

Watchtower Bible and Tract Society of New York, Inc.:

By: 

Print Name: G. P. Simonis

Title: Sec. & Treas. Date: 12/3/13



**Grantor's Acknowledgment**

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

On the 3rd day of December, in the year 20 13, before me, the undersigned, personally appeared G F Simonis, 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.

Linda L. Christianson  
Notary Public - State of New York

LINDA L. CHRISTIANSON  
Notary Public, State of New York  
No. 01CH6272614  
Qualified in Kings County  
Commission Expires November 19, 20 16

**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,**

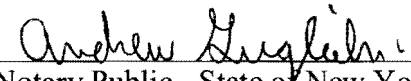
By:

  
\_\_\_\_\_  
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 14<sup>th</sup> day of March, in the year 2014, before me, the undersigned, personally appeared Robert 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

**ANDREW O. GUGLIELMI**  
Notary Public - State of New York  
No. 02GU6177593  
Qualified in Albany County  
My Commission Expires November 13, 2015

**SCHEDULE "A" PROPERTY DESCRIPTION**

All That Certain Piece or Parcel of Land situate in the Town of Shawangunk, County of Ulster and State of New York, Bounded and Described as Follows:

Commencing at a corner of the Town of Shawangunk Tax Parcel Section 99.4, Block 1, Lot 11, now or formerly of Watchtower Bible and Tract Society of New York, Inc.; at Red Mills Road; from said point North  $66^{\circ}08'14''$  West, 2107.31 feet through the property of Watchtower to the True Point of Beginning also being on the northerly edge of a farm road and the southwesterly corner of the herein described parcel;

Thence from said point of beginning N  $26^{\circ}14'53''$  W 100.00 feet to a point;

Thence N  $8^{\circ}31'53''$  E 135.99 feet to a point;

Thence N  $62^{\circ}17'38''$  E 253.67 feet to a point;

Thence S  $39^{\circ}36'09''$  E 319.20 feet to a point;

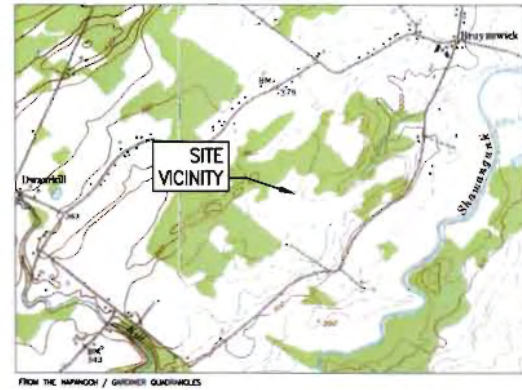
Thence S  $76^{\circ}36'38''$  W 415.30 feet to the point or place of beginning.

Containing an area of 2.06 acres, more or less.

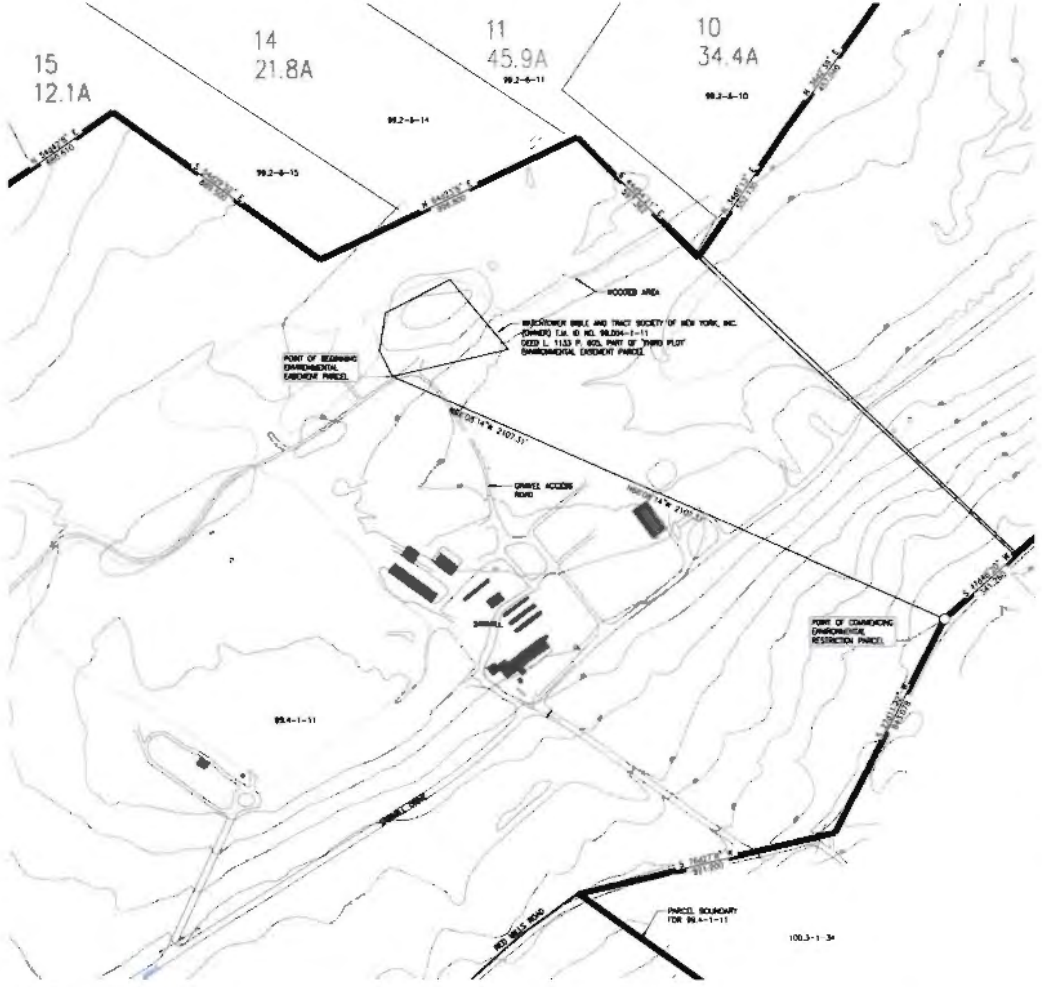
# SAWMILL PLACE REMEDIATION AREA A (SRA-A) SITE #C356042

## ENVIRONMENTAL EASEMENT

10 SAWMILL PLACE, WALLKILL, NY 12589  
TOWN OF SHAWANGUNK, COUNTY OF ULSTER  
TAX MAP 99.004-1-11 [AREA AS DESCRIBED HEREON]



FROM THE MAPNOON / GIBBERN QUADRANGLES



**PARCELS WITHIN 100FT RADIUS OF SRA-A SITE BOUNDARY**

TAX PARCEL NO.	OWNER NAME	ACREAGE	STATUS
15	...	12.1A	...
14	...	21.8A	...
11	...	45.9A	...
10	...	34.4A	...

**LEGEND:**

- MHW
- MONITORING WELL
- IRON PIPE (PROPERTY MARKER)
- IRON ROD/SPIKE (PROPERTY MARKER)

**ENVIRONMENTAL EASEMENT PARCEL SRA-A DESCRIPTION FOR OUR SITE #C356042:**

ALL THAT PIECE OR PARCEL OF LAND BEING A PORTION OF TAX MAP NO. 99.004-1-11 IN THE TOWN OF SHAWANGUNK, COUNTY OF ULSTER, STATE OF NEW YORK AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT AN IRON SPIKE AT THE CORNER OF WATCHTOWER BIBLE AND TRACT SOCIETY, INC. OF NEW YORK (WATCHTOWER) AT RED MILLS ROAD; THENCE FROM SAID POINT NORTH 89°07'41" WEST A DISTANCE OF 2107.21 FEET THROUGH THE PROPERTY OF WATCHTOWER TO THE POINT OF BEGINNING ALSO BEING ON THE NORTHEAST EDGE OF A FARM ROAD AND THE SOUTHWEST CORNER OF THE HEREBY DESCRIBED ENVIRONMENTAL RESTRICTION PARCEL; THENCE THROUGH

THE PROPERTY OF WATCHTOWER THE FOLLOWING THE (S) COURSES AND DISTANCES: (1) N 08°14'53" W A DISTANCE OF 100.00 FEET TO A POINT; THENCE (2) N 82°13'57" E A DISTANCE OF 135.89 FEET TO A POINT; THENCE (3) N 69°17'01" E A DISTANCE OF 94.67 FEET TO A POINT; THENCE (4) S 78°02'01" W A DISTANCE OF 319.20 FEET TO THE POINT OF BEGINNING; BEING 86.834 SQ. FT. ± OF 2.08 ACRES, MORE OR LESS.  
DEED FILED IN LITER 1153, PAGE 604, PART OF THIRD PLOT.

**MAP NOTES:**

THIS PROPERTY IS SUBJECT TO DEED RESTRICTIONS HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 38 OF ARTICLE 71 OF THE NEW YORK CONSTITUTION.  
THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THE SAWMILL PLACE REMEDIATION AREA A (SRA-A) ENVIRONMENTAL EASEMENT PARCEL ARE SET FORTH IN MORE DETAIL IN THE SITE MANAGEMENT PLAN ("SMP"). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP MAY BE OBTAINED FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR AT DERWENTBOW DEC STATE NY US.

**SURVEY MAP NOTES:**

- COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83) - NEW YORK STATE PLANE COORDINATE SYSTEM (EASTERN ZONE). ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
- MAPPING SITES ARE U.S. SURVEY FEET.
- THIS PROPERTY IS SHOWN ON FEMA FIRM COMMUNITY PANEL NO. 84110240E DATED SEPTEMBER 20, 2008 AS BEING LOCATED IN ZONE "C", DEFINED AS AN AREA OUTSIDE THE 500-YEAR FLOOD PLAIN.
- BASE OF BEARINGS - STATE GPS OBSERVATIONS ON PROJECT SITE.
- DEED TO WATCHTOWER BIBLE AND TRACT SOCIETY OF NEW YORK DATED JANUARY 2, 1963 FILED IN THE ULSTER COUNTY CLERK'S OFFICE JANUARY 14, 1963 IN DEED LITER 1153, PAGE 604.
- SAWMILL PLACE REMEDIATION AREA A (SRA-A) ENVIRONMENTAL EASEMENT, DEED SITE #C356042, SHOWN HEREIN IS PART OF TAX MAP 99.004-1-11, BLOCK 1, LOT 11.

**ENVIRONMENTAL EASEMENT PARCEL:**

- COMPLIANCE WITH THE RESTRICTIONS AND THE SMP BY THE GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS.
- ALL ENGINEERING CONTROLS MUST BE OPERATED AND MAINTAINED AS SPECIFIED IN THE SMP.
- ALL ENGINEERING CONTROLS ON THE CONTROLLED PROPERTY MUST BE INSPECTED AT A FREQUENCY AND IN A MANNER DEFINED IN THE SMP.
- OPERATIONAL, SOIL VAPOR AND OTHER ENVIRONMENTAL OR PUBLIC HEALTH MONITORING MUST BE PERFORMED AS DEFINED IN THE SMP.
- 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.
- THE USE AND THE DEVELOPMENT OF THE SITE IS LIMITED TO RESTRICTED-RESTRICTED COMMERCIAL, INDUSTRIAL USES ONLY AS DESCRIBED IN 8 WPCR PART 375-1.6(a)(3)(i)(A,B).
- THE PROPERTY MAY NOT BE USED FOR HIGHER LEVELS OF USE, SUCH AS UNRESTRICTED RESIDENTIAL USE WITHOUT ADDITIONAL PERMITTING AND MODIFICATION OF THE RESTRICTIONS, AS APPROVED BY THE AGENCIES.
- ALL FUTURE ACTIVITIES ON THE PROPERTY THAT WILL DISTURB REMAINING CONTAMINATED MATERIAL MUST BE CONDUCTED IN ACCORDANCE WITH THIS SMP.
- THE USE OF GROUNDBREAKER UNLESS THE PROPERTY IS PROHIBITED WITHOUT REMEDIATION IS SAFE FOR INTENDED USE.
- THE POTENTIAL FOR VAPOR INTRUSION MUST BE EVALUATED FOR ANY BUILDINGS DEVELOPED ON THE PARCEL AND ANY POTENTIAL IMPACTS THAT ARE IDENTIFIED MUST BE MONITORED OR MITIGATED.
- LAND USE RESTRICTION: THE USE AND THE DEVELOPMENT OF THE SITE IS LIMITED TO RESTRICTED COMMERCIAL, INDUSTRIAL USES ONLY AS DESCRIBED IN 8 WPCR PART 375-1.6(a)(3)(i)(A,B).

**GENERAL NOTES:**

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED OF THE SAWMILL PLACE REMEDIATION AREA A (SRA-A) ENVIRONMENTAL EASEMENT, DEED SITE #C356042, HAS BEEN PREPARED UNDER THE DIRECTION OF A LICENSED LAND SURVEYOR AND FROM NOTES OF AN INSTRUMENT SURVEY COMPLETED ON JUNE 16, 2010, UPDATED NOVEMBER 15, 2013, AND IS SUBJECT TO ANY EVIDENCES OR ENCUMBRANCES, NOT LISTED HEREON, NO ENCUMBRANCES OR ENCUMBRANCES EXIST WITHIN THE ENVIRONMENTAL EASEMENT BOUNDARIES. THE SURVEY IS CERTIFIED TO THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH THEIR COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND TO FIRST AMERICAN TITLE INSURANCE COMPANY AND TO WATCHTOWER BIBLE AND TRACT SOCIETY OF NEW YORK.

*Richard Ian Eldred*  
RICHARD IAN ELDRED, L.S. #15014  
2881 ROUTE 27  
PATTERSON, NEW YORK  
PHONE: (514) 318-7424



UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF ARTICLE 145, SECTION 7306, SUBSECTION 2 OF THE NEW YORK STATE EDUCATION LAW.

1 SRA-A SITE BOUNDARY



**WATCHTOWER**  
BIBLE & TRACT SOCIETY  
OF NEW YORK, INC.  
25 COLUMBIA RESIDENTS  
BROOKLYN,  
NEW YORK, 11201



**RICHARD IAN ELDRED**  
2881 ROUTE 27  
PATTERSON, NY 12563  
PHONE: 514-318-7424

**ENVIRONMENTAL EASEMENT**  
PARCEL SRA-A  
SITE NO. C356042  
10 SAWMILL PLACE  
WALLKILL, NY 12589

**SURVEY PLAN**

# SAWMILL PLACE REMEDIATION AREA A (SRA-A) SITE #C356042

## ENVIRONMENTAL EASEMENT

10 SAWMILL PLACE, WALLKILL, NY 12589

TOWN OF SHAWANGUNK, COUNTY OF ULSTER

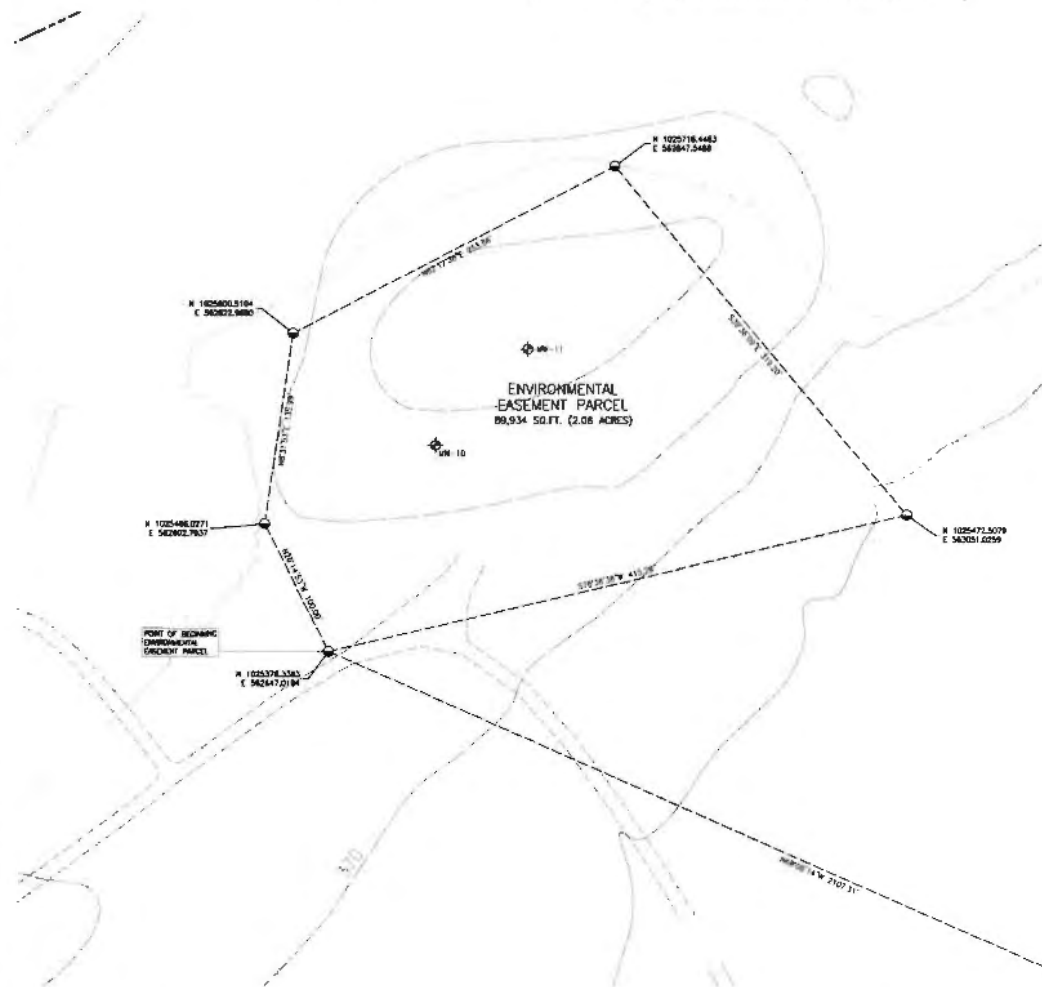
TAX MAP 99.004-1-11 [AREA AS DESCRIBED HEREON]

SCALE  
INCHES  
FOOT

SCALE  
INCHES  
FOOT

SCALE  
INCHES  
FOOT

PLANNED BY: [unreadable]  
DESIGNED BY: [unreadable]  
DRAWN BY: [unreadable]  
CHECKED BY: [unreadable]  
DATE: [unreadable]



**LEGEND:**

- MONITORING WELL
- IRON PIPE (PROPERTY MARKER)
- IRON ROD/SPIKE (PROPERTY MARKER)

**ENVIRONMENTAL EASEMENT PARCEL SRA-A DESCRIPTION FOR TAX MAP 99.004-1-11:**

ALL THAT PIECE OR PARCELS OF LAND BEING A PORTION OF TAX MAP NO. 99.004-1-11 IN THE TOWN OF SHAWANGUNK, COUNTY OF ULSTER, STATE OF NEW YORK AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT AN IRON SPIKE AT THE CORNER OF WATCHTOWER TRACT AND TRACT SOCIETY, INC. OF NEW YORK (WATCHTOWER) AT RED MILLS ROAD THENCE FROM SAID POINT NORTH 88°58'41" WEST A DISTANCE OF 2107.21 FEET THROUGH THE PROPERTY OF WATCHTOWER TO THE POINT OF BEGINNING ALSO BEING ON THE NORTHERLY EDGE OF A FARM ROAD AND THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED ENVIRONMENTAL RESTRICTION PARCEL THENCE THROUGH

THE PROPERTY OF WATCHTOWER THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) N 28°14.53' W A DISTANCE OF 100.00 FEET TO A POINT; THENCE (2) N 83°33' E A DISTANCE OF 104.00 FEET TO A POINT; THENCE (3) N 87°37'31" E A DISTANCE OF 253.87 FEET TO A POINT; THENCE (4) S 30°00'00" W A DISTANCE OF 318.00 FEET TO A POINT; THENCE (5) S 78°30'30" W A DISTANCE OF 415.00 FEET TO THE POINT OF BEGINNING BEING 89.934 SQ. FT. OR 2.06 ACRES, MORE OR LESS.  
 DEED FILED IN LIBER 1133, PAGE 803, PART OF THIRD PLAT.

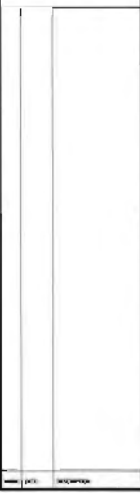
POINT ID	NORTHING NAD83/PNAD83 STATE PLANE NY EAST	EASTING NAD83/PNAD83 STATE PLANE NY EAST	GROUND CL.	CHANG. CL.	RESUR. CL.
MW-10	1025501.886	542771.818	386.30	380.30	380.13
MW-11	1025506.485	542785.287	386.74	382.74	382.57

① SRA-A SITE BOUNDARY



**WATCHTOWER**

TRUST & TRACT SOCIETY  
OF NEW YORK, INC.  
25 COLUMBIA HEIGHTS  
BROOKLYN,  
NEW YORK, 11201



**RICHARD W. ELDRD**  
2897 ROUTE 22  
PATERSON, NY 10943  
PHONE: 814-318-1422

**ENVIRONMENTAL EASEMENT  
PARCEL SRA-A  
SITE NO. C356042  
10 SAWMILL PLACE  
WALLKILL, NY 12589**

**SURVEY PLAN**

DATE: [unreadable]