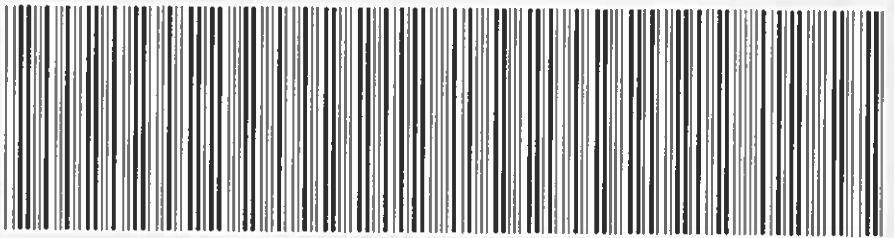


**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2021033100939001001E3DF0

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 11**

**Document ID: 2021033100939001**

**Document Date: 11-03-2020**

**Preparation Date: 03-31-2021**

**Document Type: EASEMENT**

**Document Page Count: 10**

**PRESENTER:**

NEW YORK CITY ECONOMIC DEVELOPMENT  
CORPORATION  
ONE LIBERTY PLAZA  
NEW YORK, NY 10006  
212-312-3570  
LEGALADMIN.ASSISTANTSLIST@NYCEDC.COM

**RETURN TO:**

NEW YOIR CITY ECONOMIC DEVELOPMENT  
CORPORATION  
C/O: CARLOS GUERRA  
ONE LIBERTY PLAZA  
NEW YORK, NY 10006  
212-312-3892

**Borough**

BRONX

**Block**

3838

**Lot**

60

Entire Lot

**PROPERTY DATA**

**Unit**

**Address**

2401 WATSON AVENUE

**Property Type: COMMERCIAL REAL ESTATE**

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

THE CITY OF NEW YORK  
C/O: NEW YORK CITY ECONOMIC DEVELOPMENT  
CORPORATIO, ONE LIBERTY PLAZA  
NEW YORK, NY 10006

**GRANTEE/BUYER:**

NYS DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION  
625 BROADWAY  
ALBANY, NY 12233-1500

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

**Exemption:**

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

**TOTAL:** \$ 0.00

Recording Fee: \$ 87.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 250.00

**NYC Real Property Transfer Tax:**

\$ 0.00

**NYS Real Estate Transfer Tax:**

\$ 0.00

**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 November, 2020 between Owner, City of New York, having an office at c/o NYC Economic Development Corporation, One Liberty Plaza, New York, New York 10006, 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 1100 Commerce Avenue in the City of New York, County of Bronx and State of New York, known and designated on the tax map of the County Clerk of Bronx as tax map parcel number: Block 3838 Lot 60, being a portion of the property acquired by Grantor by condemnation in a Final Decree "So Ordered" by the Honorable Wallace R. Cotton on February 6, 1976 and filed with the Bronx County Clerk in Reel 304, Page 256. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.5264 +/- acres, and is hereinafter more fully described in the Land Title Survey dated August 30, 2019 prepared by James J. Heiser, L.L.S. of DPK Land Surveying, 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 Order on Consent Index Number: R2-20150206-62, 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 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 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;

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: 203074  
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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

**Remainder of Page Intentionally Left Blank**





**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:

*Michael J. Ryan*  
Michael J. Ryan, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 3<sup>rd</sup> day of November, in the year 2020, before me, the undersigned, personally appeared Michael J. Ryan, 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.

*Justin F. Steneron*  
Notary Public - State of New York

**JUSTIN F STENERSON**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Registration No. 02ST6383061  
Qualified in Ulster County  
Commission Expires November 13, 2022

**SEAL**

**SCHEDULE "A" PROPERTY DESCRIPTION**

**DESCRIPTION OF AN ENVIRONMENTAL EASEMENT AREA ACROSS A PORTION  
OF TAX LOT 60 BLOCK 3838 IN THE BOROUGH OF BRONX, BRONX COUNTY,  
NEW YORK.**

**BEGINNING AT A POINT ON THE SOUTHERLY SIDELINE OF COMMERCE AVENUE,  
80 FEET WIDE RIGHT OF WAY AT THE DIVIDING LINE BETWEEN TAX LOT 60 AND  
TAX LOT 5 B LOCK 3838, SAID POINT HAVING NEW YORK LONG ISLAND STATE  
PLANE GRID COORDINATES, NAD 83 OF NORTH: 242,224.62 EAST: 1,027,450.52 (US  
SURVEY FEET); AND RUNS THENCE**

1. **ALONG THE SOUTHERLY LINE OF COMMERCE AVENUE, NORTH 42  
DEGREES 15 MINUTES 35 SECONDS EAST 429.48 FEET TO A POINT HAVING  
NEW YORK LONG ISLAND STATE PLANE GRID COORDINATES NAD 83 OF  
NORTH: 242,542.48 EAST: 1,027,739.34; THENCE**

**CROSSING LOT 60 THE FOLLOWING NINE COURSES:**

2. **ALONG THE NORTHEASTERLY LINE OF A RAILROAD TIE WALL, SOUTH 41  
DEGREES 32 MINUTES 44 SECONDS EAST 73.13 FEET TO AN ANGLE POINT IN  
SAME HAVING NEW YORK LONG ISLAND STATE PLANE GRID  
COORDINATES NAD 83 OF NORTH: 242,487.74 EAST: 1,027,787.84; THENCE**
3. **CONTINUING ALONG THE SAME, SOUTH 46 DEGREES 21 MINUTES 25  
SECONDS EAST 67.17 FEET TO A POINT HAVING NEW YORK LONG ISLAND  
STATE PLANE GRID COORDINATES NAD 83 OF NORTH: 242,441.38 EAST:  
1,027,836.45; THENCE LEAVING SAID WALL,**
4. **ALONG THE LINE OF AN 8 FOOT HIGH CHAIN LINK FENCE, SOUTH 42  
DEGREES 17 MINUTES 07 SECONDS WEST 197.15 FEET TO AN ANGLE POINT  
IN SAME HAVING NEW YORK LONG ISLAND STATE PLANE GRID  
COORDINATES NAD 83 OF NORTH: 242,295.53 EAST: 1,027,703.81; THENCE**
5. **STILL ALONG THE LINE OF SAID 8 FEET HIGH CHAIN LINK FENCE, SOUTH 47  
DEGREES 28 MINUTES 32 SECONDS EAST 23.77 FEET TO AN ANGLE POINT IN  
SAME HAVING NEW YORK LONG ISLAND STATE PLANE GRID  
COORDINATES NAD 83 OF NORTH: 242,279.46 EAST: 1,027,721.33; THENCE**
6. **STILL ALONG THE LINE OF SAID 8 FEET HIGH CHAIN LINK FENCE, SOUTH 39  
DEGREES 56 MINUTES 16 SECONDS WEST 145.02 FEET TO AN ANGLE POINT  
IN SAME HAVING NEW YORK LONG ISLAND STATE PLANE GRID  
COORDINATES NAD 83 OF NORTH: 242,168.27 EAST: 1,027,682.23; THENCE**
7. **STILL ALONG THE LINE OF SAID CHAIN LINK FENCE, SOUTH 77 DEGREES 19  
MINUTES 33 SECONDS WEST 163.92 FEET TO A POINT IN AN EXISTING  
CHAIN LINK FENCE HAVING NEW YORK LONG ISLAND STATE PLANE GRID  
COORDINATES NAD 83 OF NORTH: 242,132.30 EAST: 1,027,468.30; THENCE**
8. **ALONG THE LINE OF SAID CHAIN LINK FENCE, NORTH 14 DEGREES 42  
MINUTES 54 SECONDS WEST 4.95 FEET TO AN ANGLE POINT IN SAME**

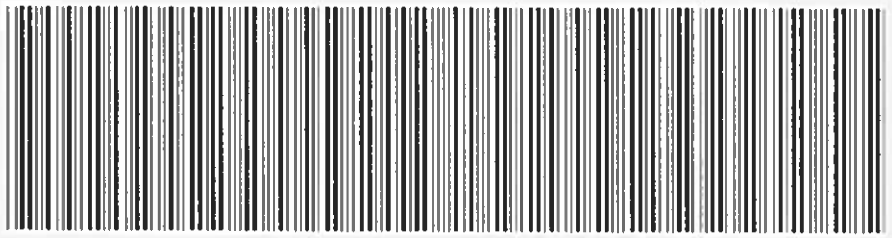
HAVING NEW YORK LONG ISLAND STATE PLANE GRID COORDINATES NAD 83 OF NORTH: 242,136.74 EAST: 1,027,467.13; THENCE

9. ALONG THE LINE OF SAID CHAIN LINK FENCE, NORTH 11 DEGREES 07 MINUTES 58 SECONDS WEST 19.58 FEET TO AN ANGLE POINT IN SAME HAVING NEW YORK LONG ISLAND STATE PLANE GRID COORDINATES NAD 83 OF NORTH: 242,155.96 EAST: 1,027,463.35; THENCE
10. ALONG THE LINE OF SAID CHAIN LINK FENCE, NORTH 12 DEGREES 04 MINUTES 10 SECONDS WEST 14.29 FEET TO A POINT IN THE DIVIDING LINE BETWEEN TAX LOT 60 AND TAX LOT 5 B LOCK 3838, HAVING NEW YORK LONG ISLAND STATE PLANE GRID COORDINATES NAD 83 OF NORTH: 242,169.93 EAST: 1,027,460.36; THENCE
11. ALONG THE SAID DIVIDING LINE, NORTH 10 DEGREES 12 MINUTES 20 SECONDS WEST 55.57 FEET TO THE POINT AND PLACE OF **BEGINNING**.

CONTAINING 66,490 SQUARE FEET / 1.5264 ACRES OF LAND.

ALL COORDINATE VALUES RECITED HEREIN ARE IN US SURVEY FEET.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



202103310093900100111AF0

REAL PROPERTY TRANSFER TAX COVER PAGE

PAGE 1 OF 1

Document ID: 2021033100939001

Document Date: 11-03-2020

Preparation Date: 03-31-2021

Document Type: EASEMENT

PARTIES

**FIRST GRANTOR/SELLER:**

THE CITY OF NEW YORK  
C/O: NEW YORK CITY ECONOMIC DEVELOPMENT  
CORPORATIO, ONE LIBERTY PLAZA  
NEW YORK, NY 10006

**FIRST GRANTEE/BUYER:**

NYS DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION  
625 BROADWAY  
ALBANY, NY 12233-1500

ASSOCIATED TAX FORM ID: 202003110038310104

RPTT SUPPORTING DOCUMENTS SUBMITTED:

Page Count

# REAL PROPERTY TRANSFER TAX RETURN

(Pursuant to Title 11, Chapter 21, NYC Administrative Code)

**CITY REGISTER**

APR 01 2021

▲ DO NOT WRITE IN THIS SPACE ▲  
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## GRANTOR

● Name THE CITY OF NEW YORK

● Grantor is a(n): ☐ individual ☐ partnership ☐ corporation  
(check one) ☐ single member LLC ☐ multiple member LLC (see instructions) ☒ other MUNICIPAL CORPORATION

Telephone Number

● Permanent mailing address after transfer (number and street)  
CORPORATIO ONE LIBERTY PLAZA C/O: NEW YORK CITY ECONOMIC DEVELOPMENT

● City and State  
NEW YORK, NY

Zip Code  
10006

● Single member's name if grantor is a single member LLC

SOCIAL SECURITY NUMBER

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-

OR

EMPLOYER IDENTIFICATION NUMBER

1 3 - 6 4 0 0 4 3 4

SINGLE MEMBER EIN OR SSN

\_\_\_\_\_

## GRANTEE

● Name NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION

● Grantee is a(n): ☐ individual ☐ partnership ☐ corporation  
(check one) ☐ single member LLC ☐ multiple member LLC (see instructions) ☒ other STATE AGENCY

Telephone Number

● Permanent mailing address after transfer (number and street)  
625 BROADWAY

● City and State  
ALBANY, NY

Zip Code  
12233-1500

● Single member's name if grantee is a single member LLC

SOCIAL SECURITY NUMBER

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-

OR

EMPLOYER IDENTIFICATION NUMBER

1 4 - 6 0 1 3 2 0 0

SINGLE MEMBER EIN OR SSN

\_\_\_\_\_

## PROPERTY LOCATION

LIST EACH LOT SEPARATELY. ATTACH A RIDER IF ADDITIONAL SPACE IS REQUIRED

● Address (number and street)	Apt. No.	Borough	Block	Lot	# of Floors	Square Feet	● Assessed Value of Property
2401 WATSON AVENUE		BRONX	3838	60	1	7,230	692,550.00

● DATE OF TRANSFER TO GRANTEE: 11/3/2020

● PERCENTAGE OF INTEREST TRANSFERRED: 0 %

## CONDITION OF TRANSFER. See Instructions

● Check (✓) all of the conditions that apply and fill out the appropriate schedules of this return. Additionally, Schedules 1 and 2 must be completed for all transfers.

- |  |   |
|--|---|
| <p>a. <input type="checkbox"/> Arms length transfer</p> <p>b. <input type="checkbox"/> Transfer in exercise of option to purchase</p> <p>c. <input type="checkbox"/> Transfer from cooperative sponsor to cooperative corporation</p> <p>d. <input type="checkbox"/> Transfer by referee or receiver (complete Schedule A)</p> <p>e. <input type="checkbox"/> Transfer pursuant to marital settlement agreement or divorce decree (complete Schedule I)</p> <p>f. <input type="checkbox"/> Deed in lieu of foreclosure (complete Schedule C)</p> <p>g. <input type="checkbox"/> Transfer pursuant to liquidation of an entity (complete Schedule D)</p> <p>h. <input type="checkbox"/> Transfer from principal to agent, dummy, strawman or conduit or vice-versa (complete Schedule E)</p> <p>i. <input type="checkbox"/> Transfer pursuant to trust agreement or will (attach a copy of trust agreement or will)</p> <p>j. <input type="checkbox"/> Gift transfer not subject to indebtedness</p> <p>k. <input type="checkbox"/> Gift transfer subject to indebtedness</p> <p>l. <input type="checkbox"/> Transfer to a business entity in exchange for an interest in the business entity (complete Schedule F)</p> <p>m. <input type="checkbox"/> Transfer to a governmental body</p> <p>n. <input type="checkbox"/> Correction deed</p> | <p>o. <input type="checkbox"/> Transfer by or to a tax exempt organization (complete Schedule G)</p> <p>p. <input type="checkbox"/> Transfer of property partly within and partly without NYC</p> <p>q. <input type="checkbox"/> Transfer of successful bid pursuant to foreclosure</p> <p>r. <input type="checkbox"/> Transfer by borrower solely as security for a debt or a transfer by lender solely to return such security</p> <p>s. <input type="checkbox"/> Transfer wholly or partly exempt as a mere change of identity or form of ownership. (Complete Schedule M)</p> <p>t. <input type="checkbox"/> Transfer to a REIT or to a corporation or partnership controlled by a REIT. (Complete Schedule R)</p> <p>u. <input type="checkbox"/> Other transfer in connection with financing (describe): _____</p> <p>v. <input type="checkbox"/> A grant or assignment of a leasehold interest in a tax-free NY area</p> <p>w. <input type="checkbox"/> Transfer to an HDFC or an entity controlled by an HDFC. (Complete Schedule L)</p> <p>x. _____ Reserved</p> <p>y. _____ Reserved</p> <p>z. <input checked="" type="checkbox"/> Other (describe) ENVIRONMENTAL EASEMENT</p> |
|--|---|

● TYPE OF PROPERTY (✓)	● TYPE OF INTEREST (✓)																														
a. <input type="checkbox"/> 1-3 family house b. <input type="checkbox"/> Individual residential condominium unit c. <input type="checkbox"/> Individual cooperative apartment d. <input type="checkbox"/> Commercial condominium unit e. <input type="checkbox"/> Commercial cooperative f. <input type="checkbox"/> 4 family dwelling g. <input type="checkbox"/> Apartment building h. <input type="checkbox"/> Office building i. <input type="checkbox"/> Industrial building j. <input type="checkbox"/> Utility k. <input checked="" type="checkbox"/> OTHER (describe): <u>COMMERCIAL REAL ESTATE</u>	Check box at LEFT if you intend to record a document related to this transfer. Check box at RIGHT if you do not intend to record a document related to this transfer. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">REC.</th> <th style="width: 80%;"></th> <th style="width: 10%;">NON REC.</th> </tr> </thead> <tbody> <tr> <td>a. <input type="checkbox"/></td> <td>Fee</td> <td><input type="checkbox"/></td> </tr> <tr> <td>b. <input type="checkbox"/></td> <td>Leasehold Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td>c. <input type="checkbox"/></td> <td>Leasehold Assignment or Surrender</td> <td><input type="checkbox"/></td> </tr> <tr> <td>d. <input checked="" type="checkbox"/></td> <td>Easement</td> <td><input type="checkbox"/></td> </tr> <tr> <td>e. <input type="checkbox"/></td> <td>Subterranean Rights</td> <td><input type="checkbox"/></td> </tr> <tr> <td>f. <input type="checkbox"/></td> <td>Development Rights</td> <td><input type="checkbox"/></td> </tr> <tr> <td>g. <input type="checkbox"/></td> <td>Stock</td> <td><input type="checkbox"/></td> </tr> <tr> <td>h. <input type="checkbox"/></td> <td>Partnership Interest</td> <td><input type="checkbox"/></td> </tr> <tr> <td>i. <input type="checkbox"/></td> <td>OTHER (describe):</td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	REC.		NON REC.	a. <input type="checkbox"/>	Fee	<input type="checkbox"/>	b. <input type="checkbox"/>	Leasehold Grant	<input type="checkbox"/>	c. <input type="checkbox"/>	Leasehold Assignment or Surrender	<input type="checkbox"/>	d. <input checked="" type="checkbox"/>	Easement	<input type="checkbox"/>	e. <input type="checkbox"/>	Subterranean Rights	<input type="checkbox"/>	f. <input type="checkbox"/>	Development Rights	<input type="checkbox"/>	g. <input type="checkbox"/>	Stock	<input type="checkbox"/>	h. <input type="checkbox"/>	Partnership Interest	<input type="checkbox"/>	i. <input type="checkbox"/>	OTHER (describe):	<input type="checkbox"/>
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h. <input type="checkbox"/>	Partnership Interest	<input type="checkbox"/>																													
i. <input type="checkbox"/>	OTHER (describe):	<input type="checkbox"/>																													

**SCHEDULE 1 - DETAILS OF CONSIDERATION**

COMPLETE THIS SCHEDULE FOR ALL TRANSFERS AFTER COMPLETING THE APPROPRIATE SCHEDULES ON PAGES 5 THROUGH 12.  
 ENTER "ZERO" ON LINE 11 IF THE TRANSFER REPORTED WAS WITHOUT CONSIDERATION.

1. Cash	● 1.	0 00
2. Purchase money mortgage	● 2.	0 00
3. Unpaid principal of pre-existing mortgage(s)	● 3.	0 00
4. Accrued interest on pre-existing mortgage(s)	● 4.	0 00
5. Accrued real estate taxes	● 5.	0 00
6. Amounts of other liens on property	● 6.	0 00
7. Value of shares of stock or of partnership interest received	● 7.	0 00
8. Value of real or personal property received in exchange	● 8.	0 00
9. Amount of Real Property Transfer Tax and/or other taxes or expenses of the grantor which are paid by the grantee	● 9.	0 00
10. Other (describe):	● 10.	0 00
11. TOTAL CONSIDERATION (add lines 1 through 10 - must equal amount entered on line 1 of Schedule 2) (see instructions)	● 11. \$	0 00

See instructions for special rules relating to transfers of cooperative units, liquidations, marital settlements and transfers of property to a business entity in return for an interest in the entity.

**SCHEDULE 2 - COMPUTATION OF TAX**

A. Payment	Pay amount shown on line 15 - See Instructions	Payment Enclosed
1. Total Consideration (from line 11, above)	● 1.	0 00
2. Excludable liens (see instructions)	● 2.	0 00
3. Consideration (line 1 less line 2)	● 3.	0 00
4. Tax Rate (see instructions)	● 4.	0 %
5. HDFC Exemption (see Schedule L, line 15)	● 5.	0 00
6. Consideration less HDFC Exemption (line 3 less line 5)	● 6.	0 00
7. Percentage change in beneficial ownership (see instructions)	● 7.	100 %
8. Taxable consideration (multiply line 6 by line 7)	● 8.	0 00
9. Tax (multiply line 8 by line 4)	● 9.	0 00
10. Credit (see instructions)	● 10.	0 00
11. Transfer tax previously paid (see Schedule L, line 18)	● 11.	0 00
12. Tax due (line 9 less line 10 and 11) (if the result is negative, enter zero)	● 12.	0 00
13. Interest (see instructions)	● 13.	0 00
14. Penalty (see instructions)	● 14.	0 00
15. Total Tax Due (add lines 12, 13 and 14)	● 15. \$	0 00

## GRANTOR'S ATTORNEY ▼

Name of Attorney <b>JILL BRAVERMAN, ESQ.</b>		Telephone Number <b>( 212 ) 619-5000</b>	
Address (number and street) <b>NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION ONE LIBERTY PLAZA</b>		City and State <b>NEW YORK, NY</b>	Zip Code <b>10006</b>
EMPLOYER IDENTIFICATION NUMBER [ ] - [ ] - [ ]	OR	SOCIAL SECURITY NUMBER [ ] - [ ] - [ ]	

## GRANTEE'S ATTORNEY ▼

Name of Attorney <b>JENNIFER ANDALORO, ESQ.</b>		Telephone Number <b>( 518 ) 402-9199</b>	
Address (number and street) <b>NYSDEC - 625 BROADWAY</b>		City and State <b>ALBANY, NY</b>	Zip Code <b>12233-1500</b>
EMPLOYER IDENTIFICATION NUMBER [ ] - [ ] - [ ]	OR	SOCIAL SECURITY NUMBER [ ] - [ ] - [ ]	

## CERTIFICATION ▼

I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

## GRANTOR

Sworn to and subscribed to

before me on this 24<sup>th</sup> day  
of September, 2020

13-6400434

EMPLOYER IDENTIFICATION NUMBER OR  
SOCIAL SECURITY NUMBER

THE CITY OF NEW YORK

Name of Grantor



Signature of Notary



Signature of Grantor

Deputy Commissioner  
OF SBS.

Carlos A. Guerra  
Notary Public, State of New York  
No. 01GU6292830  
Qualified in New York County  
Commission Expires 11/12/2022



## GRANTEE

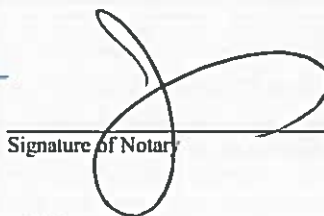
Sworn to and subscribed to

before me on this 3<sup>rd</sup> day  
of November, 2020

14-6013200

EMPLOYER IDENTIFICATION NUMBER OR  
SOCIAL SECURITY NUMBERNYS DEPARTMENT OF  
ENVIRONMENTAL  
CONSERVATION

Name of Grantee



Signature of Notary

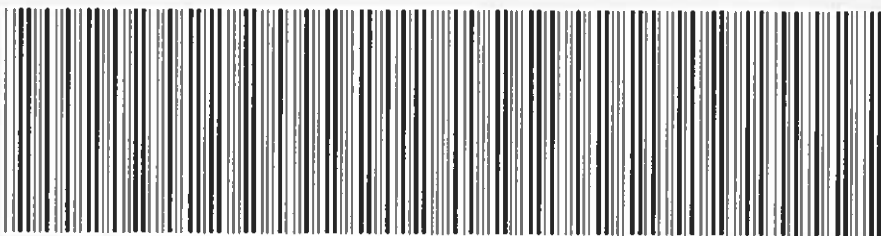


Signature of Grantee



JUSTIN F STENERSON  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02ST6383061  
Qualified in Ulster County  
Commission Expires November 13, 2022

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



202103310093900100121BB0

**REAL ESTATE TRANSFER TAX COVER PAGE**

**PAGE 1 OF 1**

**Document ID:** 2021033100939001

**Document Date:** 11-03-2020

**Preparation Date:** 03-31-2021

**Document Type:** EASEMENT

**PARTIES**

**FIRST GRANTOR/SELLER:**

THE CITY OF NEW YORK  
C/O: NEW YORK CITY ECONOMIC DEVELOPMENT  
CORPORATIO, ONE LIBERTY PLAZA  
NEW YORK, NY 10006

**FIRST GRANTEE/BUYER:**

NYS DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION  
625 BROADWAY  
ALBANY, NY 12233-1500

**ASSOCIATED TAX FORM ID:** 202003110038330103

**RETT SUPPORTING DOCUMENTS SUBMITTED:**

Page Count





Department of Taxation and Finance

TP-584-NYC (9/19)

Recording office time stamp

**Combined Real Estate Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income  
Tax for the Conveyance of Real Property  
Located in New York City**

**CITY REGISTER****(APR 01 2021)**

See Form TP-584-NYC-1, Instructions for Form TP-584-NYC, before completing this form. Print or type.

**Schedule A – Information relating to conveyance**

<b>Grantor/Transferor</b>	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an X if more than one grantor) THE CITY OF NEW YORK	Social Security number (SSN)
<input type="checkbox"/> Individual	Mailing address C/O NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION ONE LIBERTY PLAZA	SSN
<input type="checkbox"/> Corporation	City State ZIP code NEW YORK NY 10006	Employer identification number (EIN) 13 6400434
<input type="checkbox"/> Partnership	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Estate/Trust		
<input type="checkbox"/> Single member LLC		
<input type="checkbox"/> Multi-member LLC		
<input checked="" type="checkbox"/> Other		
<b>Grantee/Transferee</b>	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an X if more than one grantee) NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION	SSN
<input type="checkbox"/> Individual	Mailing address 625 BROADWAY	SSN
<input type="checkbox"/> Corporation	City State ZIP code ALBANY NY 12233-1500	EIN 14 6013200
<input type="checkbox"/> Partnership	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Estate/Trust		
<input type="checkbox"/> Single member LLC		
<input type="checkbox"/> Multi-member LLC		
<input checked="" type="checkbox"/> Other		

**Location and description of property conveyed**

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
2 - 3838 - 60	650000	2401 WATSON AVENUE	NEW YORK	BRONX

**Type of property conveyed (mark an X in applicable box)**

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance 11   3   2020 month day year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building		
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling	<input type="checkbox"/> Contract executed on or before April 1, 2019 (see instructions)	
4 <input type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____		
5 <input checked="" type="checkbox"/> Commercial/Industrial			

**Condition of conveyance (mark all that apply)**

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input checked="" type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 4)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) ENVIRONMENTAL EASEMENT

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$		
	Schedule B, Part 2 \$		
	Schedule B, Part 3 \$		

202003110038330103

**Schedule B – Real estate transfer tax return (Tax Law, Article 31)****Part 1 – Computation of tax due** (in addition to the tax on line 4, you must compute the tax on lines 5a and 5b, if applicable)

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark the exemption claimed box, enter consideration and proceed to Part 4) <input type="checkbox"/> <b>Exemption claimed</b>	1.		0.00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.		0.00
3	Taxable consideration (subtract line 2 from line 1)	3.		0.00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.		0.00
5a	Tax: \$1.25 for each \$500, or fractional part thereof, of consideration for the conveyance of residential real property located in New York City if the amount on line 3 is \$3 million or more (see instructions)	5a.		0.00
5b	Tax: \$1.25 for each \$500, or fractional part thereof, of consideration for the conveyance of property located in New York City other than residential real property, if the amount on line 1 is \$2 million or more (see instructions)	5b.		0.00
6	Total before credit(s) claimed (add lines 4, 5a, and 5b)	6.		0.00
7	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	7.		0.00
8	Total tax due* (subtract line 7 from line 6)	8.		0.00

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more** (see instructions)

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.		0.00
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.		0.00
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.		0.00

**Part 3 – Computation of supplemental tax due on the conveyance of residential real property, or interest therein, located in New York City, for \$2 million or more** (see instructions)

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.		0.00
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.		0.00
3	Total supplemental transfer tax due* (multiply line 2 by tax rate, see instruction for rates)	3.		0.00

\* The total tax (from Part 1, line 8; Part 2, line 3; and Part 3, line 3 above) is due within 15 days from the date of conveyance.




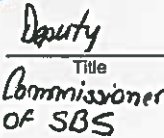
**Part 4 – Explanation of exemption claimed on Part 1, line 1** (mark any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim)..... k ☐

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

_____	_____		
Grantor signature	Title	Grantee signature	Title
		_____	_____
Grantor signature	Deputy Commissioner of SBS	Grantee signature	Title

2020031100383301

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**Signature (both the grantor(s) and grantee(s) must sign)**

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The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

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Grantor signature

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Title

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Grantee signature

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Title

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Grantor signature

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Title

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Grantee signature

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Title

2020031100383301