

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

## Office of General Counsel

625 Broadway, 14th Floor, Albany, New York 12233-1500

P. (518) 402-9185 IF: (518) 402-9018

[www.dec.ny.gov](http://www.dec.ny.gov)

December 5, 2024

## SENT VIA CERTIFIED MAIL & REGULAR MAIL

885 East 138<sup>th</sup> Street L.L.C.  
Wolcott Shoe LLC  
1536 Third Avenue, 3<sup>rd</sup> Floor  
New York, NY:10028

Jon Schuyler Brooks, Esq.  
Abramson Brooks LLP  
1051 Port Washington Blvd.  
Suite 322  
• Port Washington, NY 11050

**Re: Environmental Easement Demand  
CE - E 38<sup>th</sup> St. - Bronx Works  
Block 2598, Lot 51 and Block 2590, Lot 1  
Site No. 203108**

Dear 885 East 138<sup>th</sup> Street L.L.C., Wolcott Shoe LLC and Jon Schuyler Brooks:

The above referenced inactive hazardous waste site requires an Environmental Easement as an essential element of the remediation process. The Environmental Easement is an "institutional control" needed to ensure the protection of the public health and the environment into the future. It is the Department's understanding that Con Edison, the remedial party that is implementing the remedial program at the site, has contacted you, through Jon Schuyler Brooks, Esq., on multiple occasions from September 24, 2021 through September 22, 2023 to secure an Environmental Easement. To date, you have failed to agree to execute an Environmental Easement.

Environmental Conservation Law Section 27-131 B(b) states, in pertinent part, that

***the owner of an inactive hazardous waste disposal site, ... where institutional or engineering controls are employed pursuant to [the Superfund statute], shall execute an environmental easement ....***

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Department of  
Environmental  
Conservation

An Environmental Easement encourages the responsible reuse and redevelopment of a site by setting forth use restrictions, prohibitions, and/or other requirements necessary for the site to be used in a manner consistent with the cleanup performed at the property and protective of public health and the environment. The filing of an Environmental Easement for this site will complete the remedial process. Until the Environmental Easement is in place, the Department cannot consider re-classifying the site to a less restrictive classification.

In order to simplify the process for you to execute an Environmental Easement, an Environmental Easement drafted by the Department for each parcel is enclosed, along with the Real Property Transfer forms required by New York City. Please add your Employer Identification Number (EIN) and select whether you are a Single or Multi-member LLC on page 1 of the Real Property Transfer Forms (TP-584-NYC). If a Single-member LLC, please fill out the corresponding box on page 1 of the Real Property Transfer Forms. Please sign the completed Environmental Easements and Real Property Transfer forms and return to the Department. Upon the Department's acceptance of the Environmental Easement, the remedial party will have it filed in the City Register for the City of New York.

The Department requests that you sign the enclosed Environmental Easement in the presence of a Notary Public and return the original signed document to Cheryl Salem no later than December 30<sup>th</sup>, 2024 at the below address:

Cheryl Salem •  
New York State Department of Environmental Conservation  
625 Broadway  
Albany, NY 12233-1500

The technical requirements associated with the Environmental Easement are specified in the project's Site Management Plan, which is available upon request. A summary of the responsibilities of both the owner and the remedial party is attached for your reference.

As noted above, the Environmental Conservation Law requires that an environmental easement be placed on this property to complete the remedial program. While the Department anticipates your cooperation, note that Environmental Conservation Law Section 71-2705(1) provides that a failure to comply with Environmental Conservation Law, including Section 27-1318(b) can result in penalties of up to \$37,500 per day.

Nothing contained herein constitutes a waiver of the Department's rights under any relevant State and/or federal law or a release for any party from any obligations under those same laws.

Thank you for your anticipated cooperation regarding this matter. If you wish to discuss this, I can be reached by telephone at (518) 402-9199 or by e-mail at [jennifer.andaloro@dec.ny.gov](mailto:jennifer.andaloro@dec.ny.gov).

Sincerely,

*Jennifer Andaloro*

Jennifer Andalora

cc: S. Saucier, NYSDEC  
A. Omorogbe, NYSDEC  
M. Squire, NYSDEC  
K. Klesh ([kleshk@coned.com](mailto:kleshk@coned.com))  
B. Tannen ([TannenB@coned.com](mailto:TannenB@coned.com))

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

THIS INDENTURE made this \_\_\_ day of \_\_\_\_\_, 20\_\_, between Owner, Walcott Shoe LLC, having an office at 1536 Third Avenue, 3rd Floor, 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 865 East 138th Street 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 2590 Lot 51, being the same as that property conveyed to Grantor by deed dated April 12, 2013 and recorded in the City Register of the City of New York as CRFN 2013000176836. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.42 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 21, 2018 and last revised on September 27, 2019, prepared by Joseph G. Malinowski of Engineering and Land Surveying, P.C., 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: CO 0-20180516-519, 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").

I. 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 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 251.8(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: 203108  
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:

\_\_\_\_\_  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the \_\_\_ day of ---' in the year 20\_, before me, the undersigned, personally appeared Andrew O. Guglielmi, 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

**SCHEDULE "A" PROPERTY DESCRIPTION**

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of the Bronx, City and State of New York, bounded and described as follows:

BEGINNING at the northwest corner of East 138th Street and Walnut Avenue;

RUNNING THENCE westerly along the northerly side of East 138th Street, 275 feet;

THENCE northerly at right angles to East 138th Street, 221.98 feet to the southerly side of East 139th Street;

THENCE easterly along the southerly side of East 139th Street, 20.72 feet to an angle along the southerly side of East 139th Street, 254.50 feet to the southwest corner of East 139th Street and Walnut Avenue;

THENCE southerly along the westerly side of Walnut Avenue, 225 feet to the point or place of beginning.

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

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Owner, 885 East 138th Street L.L.C., having an office at 1536 Third Avenue, 3rd Floor, 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 require 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 885 East 138th Street 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 2598 Lot 1, being the same as that property conveyed to Grantor by deed dated September 10, 1997 and recorded in the Bronx County Office of the City Register as Reel 1512, Page 543. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.81 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 21, 2018 and last revised on October 3, 2019 prepared by Joseph G. Malinowski of Engineering and Land Surveying, P.C., 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: CO 0-20180516-519, 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 all 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. (I) 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 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;

(s) 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) 402-9533

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 : 203108  
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**

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

885 East 138th Street L.L.C.:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Grantor's Acknowledgment**

STATE OF NEW YORK )

) ss:

COUNTY OF )

on the \_\_\_\_ day of \_\_\_\_, in the year 20 \_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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



**SCHEDULE "A" PROPERTY DESCRIPTION**

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected; situate, lying and being in the Borough and County of the Bronx, City and State of New York, bounded and described as follows:

BEGINNING at the intersection of the northerly line of 138th Street with the easterly side of Walnut Avenue;

RUNNING THENCE northwardly along the easterly side of Walnut Avenue 225 feet to the southerly side of 139th Street;

THENCE eastwardly and along the southern side of 139th Street, 350 feet to the westwardly side of Locust Avenue;

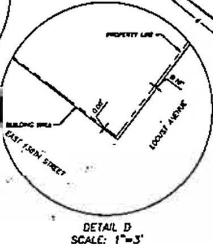
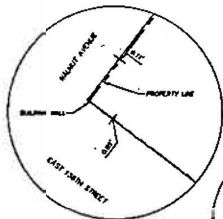
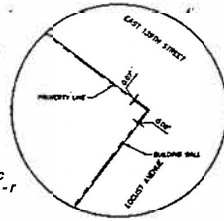
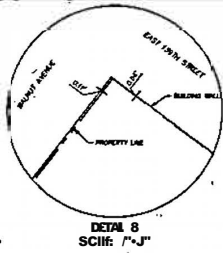
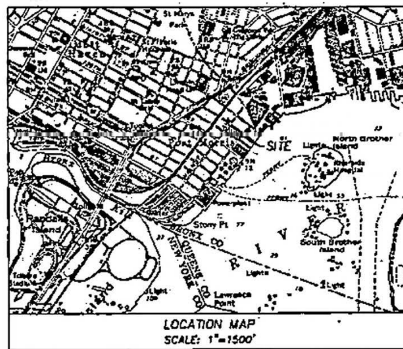
THENCE southwardly along the westerly side of Locust Avenue, 225 feet to the northerly side of 138th Street; and

THENCE westwardly along the northerly side of 138th Street and 350 feet to the point or place of BEGINNING.

**ENVIRONMENTAL EASEMENT AREA ACCESS;**

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT HAD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO n.m.: J6 ARTICLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW.

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH 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 CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL, SECTION 625 BROADWAY, ALBANY, NY, 12211 OR AT DERWEGDEC.NY.GOV.



LANDS NOW OR FORMERLY OF  
885 E. 138th ST TO 139th AVE.  
R.F.M. 1928-28-54  
BLOCK 2598 LOT 1  
M.M.T. 1.81 ACRES

*i W. - if > S' - 0*

SURVEYORS DESCRIPTION OF AN ENVIRONMENTAL EASEMENT AREA

GENERAL NOTES:

GENERAL NOTES:

LEGEND	
[Symbol]	DRAIN BASIN
[Symbol]	STORM DRAINAGE
[Symbol]	SANITARY MANHOLE
[Symbol]	WATER MANHOLE
[Symbol]	FIRE HYDRANT
[Symbol]	WATER VALVE
[Symbol]	FIRE CALL POINT
[Symbol]	ELECTRIC MANHOLE
[Symbol]	CONCRETE MANHOLE
[Symbol]	UTILITY POLE
[Symbol]	STREET LIGHT
[Symbol]	GAS VALVE
[Symbol]	UNDERGROUND UTILITY BOX
[Symbol]	BOUNDARY WALL
[Symbol]	PROPERTY LINE
[Symbol]	ADJOINING PROPERTY LINE
[Symbol]	UNDERGROUND ELECTRIC
[Symbol]	UNDERGROUND GAS
[Symbol]	UNDERGROUND FIRE PIPE
[Symbol]	OVERHEAD WIRE
[Symbol]	CHAIN LINK FENCE

ABBREVIATIONS	
[Symbol]	fff

INDEX NO. CD 020180916Q19

File Name: C:\MY2019\2019-1-1501 State Survey\CD\CD\1725247 - East 138th St - 2019\2019.dwg  
 Plot Date: 10/03/2019 1:58 PM  
 Plotter: rthibbs

LIMITATIONS			
1	BY	REVIEWED BY	DATE
1	WALDEMAR	WALDEMAR	
2	WALDEMAR	WALDEMAR	
3	WALDEMAR	WALDEMAR	



ENGINEERING AND LAND SURVEYING, P.C.  
 15330... R-3rd-Clio Park, 1206  
 PE No. 1537-00111

**Engineering and Land Surveying, P.C.**

NON-ALTA SURVEY OF  
 NYSDEC SITE: 20310B  
 885 EAST 138TH STREET  
 BLOCK 2598 LDT 1  
 BOROUGH OF BRONX  
 BRONX COUNTY NEW YORK

SCALE: 1"=3'  
 CONTRACT NO:  
 1259-02  
 MAJOR 2/2019  
**1 OF 1**





Recording Office Time Stamp

**Real Estate Transfer Tax Return  
For Public Utility Companies'  
and Governmental Agencies'  
Easements and Licenses**

**This form may only be used by public utility companies regulated by the Public Service Commission and governmental agencies for the recording of easements and licenses where the consideration for the grant of such easement or license is \$500.00 or less.**

Name of grantee (public utility company or governmental agency)  
New York State, Department of Environmental Conservation

Federal employer identification number  
(if applicable) 14-6013200

Address of grantee  
625 Broadway, Albany, NY 12233

Name and telephone number of person to contact  
Brian Rashkow, 518-402-8393

	Name(s) of Granter Of Easement or License	Address of Property	Consideration Given For Easement or License
1.	885 East 138th Street L.L.C.	885 East 138th Street, New York, NY 10454	\$0
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

If more than fifteen conveyances are to be recorded, attach a schedule of such other conveyances.

**Signature of Grantee**

I certify that the grantee is a public utility regulated by the Public Service Commission or is a governmental agency and the grantee or the easements and/or licenses above; that it is true to the best knowledge of the grantee that the granting of each such easement and/or license is exempt from Real Estate Transfer Tax imposed by Article 31 of the Tax Law by reason that each such conveyance is for a consideration of five hundred dollars or less and/or, the conveyance is being made to a governmental agency.

New York State Department of Environmental Conservation

Name of grantee

Signature of partner, officer of corporation, governmental official, etc.

Title



Recording Office \_Time Stamp

**Real Estate Transfer Tax Return  
For Public Utility Companies'  
and Governmental Agencies'  
Easements and Licenses**

**This form may only be used by public utility companies regulated by the Public Service Commission and governmental agencies for the recording of easements and licenses where the consideration for the grant of such easement or license is \$500.00 or less.**

Name of grantee (public utility company or governmental agency)  
New York State Department of Environmental Conservation

Federal employer identification number  
(if applicable) 14-6013200

Address of grantee  
625 Broadway, Albany, NY 12233

Name and telephone number of person to contact  
Brian Rashkow, 518-402-8393

	Name(s) of Grantor Of Easement or License	Address of Property	Consideration Given For Easement or License
1.	Walcott Shoe LLC	865 East 138th Street, New York, NY 10454	\$0
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

If more than fifteen conveyances are to be recorded, attach a schedule of such other conveyances.

**Signature of Grantee**

I certify that the grantee is a public utility regulated by the Public Service Commission or is a governmental agency and the grantee of the easements and/or licenses above; that it is true to the best knowledge of the grantee that the granting of each such easement and/or license is exempt from Real Estate Transfer Tax imposed by Article 31 of the Tax Law by reason that each such conveyance is for a Consideration of five hundred dollars or less and/or the conveyance is being made to a governmental agency.

New York State Department of Environmental Conservation  
\_\_\_\_\_  
Name of grantee

\_\_\_\_\_  
Signature of partner, officer of corporation, governmental official, etc.  
\_\_\_\_\_  
Title

Department of Taxation and Finance

**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**

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

**Schedule A - Information relating to conveyance**

<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input type="checkbox"/> Other	Granter/Transferor Name (if individual, last, first, middle initial) (0 mark an X if more than one grantor)	Walcott Shoe LLC		Social Security number (SSN)	
	Mailing address	1536 Third Avenue, 3rd Floor		SSN	
	City State ZIP code	New York NY	10028	Employer identification number (EIN)	
	Single member's name if grantor is a single member LLC (see instructions)			Single member EIN or SSN	
	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input type="checkbox"/> Other	Grantee/Transferee Name (if individual, last, first, middle initial) (0 mark an X if more than one grantee)	New York State Department of Environmental Conservation		SSN
		Mailing address	625 Broadway		SSN
City State ZIP code		Albany NY	12233	EIN 14-6013200	
Single member's name if grantee is a single member LLC (see instructions)				Single member EIN or SSN	

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
Block 2590, Lqt 51	600100	865 East 138th Street	New York	Bronx

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

<input type="checkbox"/> One- to three-family house <input type="checkbox"/> Residential cooperative <input type="checkbox"/> Residential condominium <input type="checkbox"/> Vacant land <input checked="" type="checkbox"/> Commercial/Industrial	<input type="checkbox"/> Apartment building <input type="checkbox"/> Office building <input type="checkbox"/> Four-family dwelling <input type="checkbox"/> Other	Date of conveyance <table border="1"> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table> <input type="checkbox"/> Contract executed on or before April 1, 2019 (see instructions)				month	day	year	Percentage of real property conveyed which is residential real property _____ 0% (see instructions)
month	day	year							

Condition of conveyance (mark all that apply)

<input type="checkbox"/> Conveyance of fee interest <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %) <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %) <input type="checkbox"/> Conveyance to cooperative housing corporation <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	<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) <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) <input type="checkbox"/> Conveyance of cooperative apartment(s) <input type="checkbox"/> Syndication <input type="checkbox"/> Conveyance of air rights or development rights <input type="checkbox"/> Contract assignment	<input type="checkbox"/> Option assignment or surrender <input type="checkbox"/> Leasehold assignment or surrender <input type="checkbox"/> Leasehold grant <input type="checkbox"/> Conveyance of an easement <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule U, Part 4) <input type="checkbox"/> Conveyance of property partly within and partly outside the state <input type="checkbox"/> Conveyance pursuant to divorce or separation <input type="checkbox"/> Other (describe) _____
---	--	--

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

**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 an <b>X</b> in the Exemption claimed box, enter consideration and proceed to Part 4) <b>[8] Exemption claimed</b>	1.	0
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.	
3	Taxable consideration (subtract line 2 from line 1)	3.	
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	
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.	
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.	
6	Total before credit(s) claimed (add lines 4, 5a and 5b)	6.	
7	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-S84.1, Schedule G)	7.	
8	Total tax due (subtract line 7 from line 6)	8.	

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

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

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 an **X** in 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. a
- b. Conveyance is to secure a debt or other obligation. b **D**
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance. c **D**
- 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 **D**
- 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 **D**
- g. Conveyance consists of deed of partition. g **D**
- h. Conveyance is given pursuant to the federal Bankruptcy Act. h **D**
- 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 **D**
- 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 **D**
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401 (e) (attach documents supporting such claim). k **D**

**Schedule C - Credit Line Mortgage Certificate (Tax Law Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.  
 This is to certify that: *(mark an X in the appropriate box)*

1.  **D** The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  **D** The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a.  **D** The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b.  **D** The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obliger or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c.  **D** The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d.  **O** The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e.  **D** Other *(attach detailed explanation)*.
3.  **D** The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a.  **D** A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b.  **D** A check has been drawn payable for transmission to the credit line mortgagee or the mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  **D** The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_ No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)*

**Signature (both the grantors and grantees 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 their 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.

Granter signature	Title	Grantee signature	Title
Granter signature	Title	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? If the contract was executed prior to April 1, 2019, did you attach the necessary verification? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the *NYC Department of Finance*? If no recording is required, send this return and your check(s), made payable to the *NYS Department of Taxation and Finance*, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemptions for nonresident transferors/sellers*, and sign at bottom.

**Part 1 - New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584-NYC, Schedule A (or an attachment to Form TP-584-NYC), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584-NYC, Schedule A (or an attachment to Form TP-584-NYC) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-NYC-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- D** The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal-Revenue Code, section 121) from \_\_\_ Date to \_\_\_ Date (see instructions).
- D** The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- D** The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



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

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

Table with 3 main columns: Grantor/Transferor, Name (if individual, last, first, middle initial), and Social Security number (SSN). Includes sections for Individual, Corporation, Partnership, Estate/Trust, Single member-LLC, Multi-member LLC, and Other.

Location and description of property conveyed

Table with 5 columns: Tax map designation - Section, block & lot, SWIS code, Street address, City, town, or village, and County.

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

- 1 D One- to three-family house
2 Residential cooperative
3 D Residential condominium
4 D Vacant land
5 X Commercial/Industrial
6 D Apartment building
7 Office building
8 D Four-family dwelling
9 D Other
Date of conveyance: April 1, 2019
Percentage of real property conveyed which is residential: 0%

Condition of conveyance (mark all that apply)

- a. D Conveyance of fee interest
b. D Acquisition of a controlling interest (state percentage acquired)
c. D Transfer of a controlling interest (state percentage transferred)
d. D Conveyance to cooperative housing corporation
e. D Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest
f. D Conveyance which consists of a mere change of identity or form of ownership or organization
g. D Conveyance for which credit for tax previously paid will be claimed
h. D Conveyance of cooperative apartment(s)
i. D Syndication
j. D Conveyance of air rights or development rights
k. Contract assignment
l. D Option assignment or surrender
m. D Leasehold assignment or surrender
n. D Leasehold grant
o. B Conveyance of an easement
p. B Conveyance for which exemption from transfer tax claimed
q. Conveyance of property partly within and partly outside the state
r. Conveyance pursuant to divorce or separation
s. D Other (describe)

Table for recording officer's use with columns: Amount received (Schedule 8, Part 1, 2, 3), Date received, and Transaction number.

**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 Sa and Sb, if applicable)

1. Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an <b>X</b> in the Exemption claimed box, enter consideration and proceed to Part 4) ..... <b>[8] Exemption claimed</b>	1.	0
2. Continuing lien deduction (see instructions. If property is taken subject to mortgage or lien) .....	2.	
3. Taxable consideration (subtract line 2 from line 1) .....	3.	
4. Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....	4.	
<b>Sa</b> 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) .....	<b>Sa.</b>	
<b>Sb</b> 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) .....	<b>Sb.</b>	
6. Total before credit(s) claimed (add lines 4, 5a, and 5b) .....	6.	
7. Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....	7.	
8. Total tax due (subtract line 7 from line 6) .....	8.	

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

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

• 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 an X in 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  **D**
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c  **D**
- 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  **D**
- 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  **D**
- g. Conveyance consists of deed of partition..... g  **D**
- 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  **D**
- 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  **D**
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401 (e) (attach documents supporting such claim)..... k  **D**

**Schedule C - Credit Line Mortgage Certificate (Tax Law Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: *(mark an X in the appropriate box)*

1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a.  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b.  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c.  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d.  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R (or more information regarding these aggregation requirements).

- e.  Other *(attach detailed explanation)*.
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a.  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b.  A check has been drawn payable for transmission to the credit line mortgagee or the mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_, No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)*

**Signature (both the grantors and grantees 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 their 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\_\_\_\_\_  
Title\_\_\_\_\_  
Grantee signature\_\_\_\_\_  
Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? If the contract was executed prior to April 1, 2019, did you attach the necessary verification? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the *NYC Department of Finance*? If no recording is required, send this return and your check(s), made payable to the *NYS Department of Taxation and Finance*, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)**

Complete the following only if a fee simple interest for a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemptions for nonresident transferors/sellers*, and sign at bottom.

**Part 1 - New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584-NYC, Schedule A (or an attachment to Form TP-584-NYC), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584-NYC, Schedule A (or an attachment to Form TP-584-NYC) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-NYC-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (granter) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- D** The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from -- Date to -- Date /see instructions).
- D** The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- D** The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

g 26316% tk,

p



# REQUEST TO SEND

Ship Item On: 12/5/2024

Sender: GENERAL COUNSEL  
NYSDEC - 12207 NY -

Sender Instructions: Attach form to item & forward to Mailing/Shipping area



RTS20278

Account 1: 1500 - LEGAL/GENERAL COUNSEL

Send To: 885 east 138th street lie  
wolcott s hoe lie  
1536 3rd. ave  
3rd fl  
- NEWYORK NY 10028

Class of Service: • USPS First Class

Shipper Instructions: Place item on-scale and scan barcode to print Shipping Label

**Salem, Cheryl A (DEC)**

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**From:** auto-reply@usps.com  
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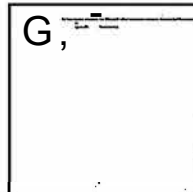
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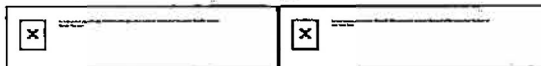
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Account#

Tracking#

Package ID

Job#

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<a href="#">Select</a>	158290	12/5/2024 2:38:16 PM	ABRAMSON BROOKS LLP	JON SCHUYLER BROOKS ESQ.	PORT WASHINGTON
<a href="#">Select</a>	158291	12/5/2024 2:38:53 PM	JOHN FERRAUTO		RANCHO MIRAGE
<a href="#">Select</a>	158292	12/5/2024 2:39:23 PM	AVR REALTY COMPANY LLC	THOMAS PERNA	YONKERS
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Transaction Detail

RTS ID **RTS20278**  
 Date Created **12/5/2024 12:53:50 PM**  
 Date Processed **12/5/2024 2:37:50 PM**  
 Account# **1500 (LEGAUGENERAL)**

Tracking **9214890117857200000046761**  
 Service **1st Class Flat**  
 Package ID **RTS20278**  
 Job#

Total Pieces **0**  
 Total Weight **5.5 ozs**  
 Total Charges **10.340**

Ship To Address **885 EAST 138TH STREET LLC  
 WOLCOTT SHOE LLC  
 1536 3RD AVE  
 3RD FL  
 YONKERS NY**

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RTS20277

**Account 1:** 1500 - LEGAL/GENERAL COUNSEL



**Send To:** jon schuyler brooks esq.  
abramson brooks llp  
1051 port washington blvd  
suite 322  
PORT WASHINGTON NY 11050

**Class of Service:** USPS FirstClass

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**Transaction Detail**

RTS ID	RTS20277	Tracking	9214890117857200000046778	Total Pieces	0
Date Created	12/5/2024 12:52:29 PM	Service	1st Class Flat	Total Weight	5.5 ozs
Date Processed	12/5/2024 2:38:16 PM	Package ID	RTS20277	Total Charges	10.340
Account#	1500 (LEGAUGENERAL)	Job #			
Ship To Address		ABRAMSON BROOKS LLP JON SCHUYLER BROOKS ESQ. s 1051 PORT WASHINGTON BLVD T SUITE 322 PORT WASHINGTON, NY 10994-1101			

**Salem, Cheryl A (DEC)**

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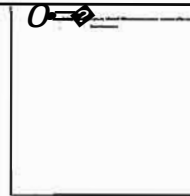
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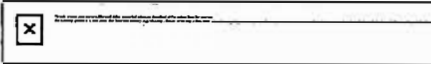
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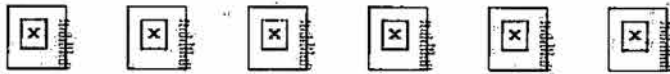


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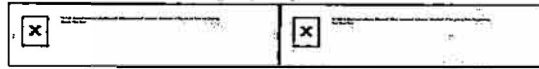
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