

LIRR Morris Park Repair
R2

NYC
Department of Finance

July 03, 2018

MTA
2 BROADWAY
4 FLOOR
NEW YORK, NY 10004

RE: Submitted Transaction Successfully Recorded

Dear MTA:

Document Identification Number 2018062800632001 which was submitted and intaken for Recording on 7/3/2018 3:26:27 PM, was successfully recorded on 7/3/2018 at 4:31 PM.

Below summarizes the status of the document(s).

Recording & Endorsement Cover Page(s) attached

2018062800632001

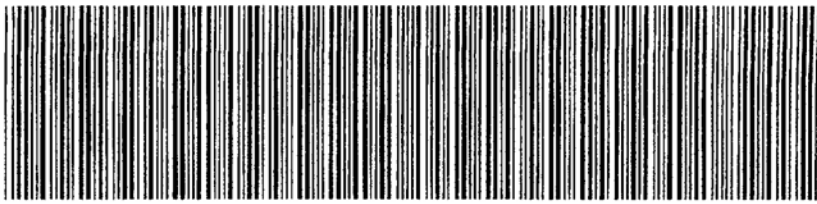
If you have questions or require further information, please send an email to acrishelp@finance.nyc.gov and someone will get back to you.

Thank you.

City Register

**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.



2018062800632001005E637D

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 12

Document ID: 2018062800632001
Document Type: EASEMENT
Document Page Count: 10

Document Date: 06-18-2018

Preparation Date: 07-03-2018

PRESENTER:

MTA
2 BROADWAY
4 FLOOR
NEW YORK, NY 10004
212-878-1039
KCARBY@MTAHQ.ORG

RETURN TO:

MTA
2 BROADWAY
4 FLOOR
NEW YORK, NY 10004
212-878-1039
KCARBY@MTAHQ.ORG

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	9375	6	Entire Lot	N/A 121ST STREET
Property Type: COMMERCIAL REAL ESTATE Easement				
Borough	Block	Lot	Unit	Address
QUEENS	9375	58	Entire Lot	N/A ATLANTIC AVENUE
Property Type: COMMERCIAL REAL ESTATE Easement				

Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:
MTA LONG ISLAND RAIL ROAD
93-02 SUTPHIN BLVD
JAMAICA, NY 11435

GRANTEE/BUYER:
DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
625 BROADWAY
ALBANY, NY 12233

FEES AND TAXES

Mortgage :			Filing Fee:	
Mortgage Amount:	\$	0.00	\$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:				\$ 0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	\$ 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:	\$	EXEMPT		
Affidavit Fee:	\$	0.00		

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

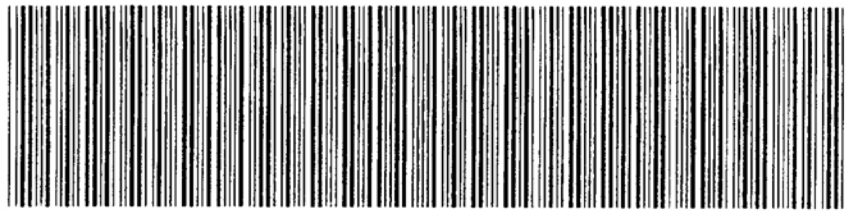
CITY OF NEW YORK
Recorded/Filed 07-03-2018 16:31
City Register File No. (CRFN):
2018000220611



Quetta M. Hill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2018062800632001005C61FD

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 12

Document ID: 2018062800632001
Document Type: EASEMENT

Document Date: 06-18-2018

Preparation Date: 07-03-2018

PROPERTY DATA

Borough	Block Lot	Unit	Address
QUEENS	9375 350 Entire Lot		N/A ATLANTIC AVENUE
Property Type: COMMERCIAL REAL ESTATE Easement			
Borough	Block Lot	Unit	Address
QUEENS	9375 200 Partial Lot		N/A ATLANTIC AVENUE
Property Type: COMMERCIAL REAL ESTATE Easement			
Borough	Block Lot	Unit	Address
QUEENS	9375 205 Partial Lot		N/A VAN WYCK EXPRESSWAY
Property Type: COMMERCIAL REAL ESTATE Easement			
Borough	Block Lot	Unit	Address
QUEENS	9375 210 Partial Lot		N/A VAN WYCK EXPRESSWAY
Property Type: COMMERCIAL REAL ESTATE Easement			

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

THIS INDENTURE made this 18th day of June, 2018, between Owner(s) MTA Long Island Rail Road, having an office at 93-02 Sutphin Boulevard, Jamaica, New York 11435, County of Queens, 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 just north of Atlantic Avenue at 91-53 121st Street and 189-02 89th Avenue in the City of New York, County of Queens and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 9375, Lots 6, 58 350, and a portion of Lots 200, 205 and 210. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 40.9334 +/- acres, and is hereinafter more fully described in the Land Title Survey dated January 28, 2018 and last revised February 22, 2018 prepared by Frederick R. Pokorny, L.L.S. of MEGA Construction Management, inc., 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: C2-1625-91-04 and Final Statement of Basis, Corrective Measures Selection dated March 2015, 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:

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, Restricted Residential or Commercial purposes as defined in 6NYCRR 375-1.8(g)(i), (ii) and (iii), 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;

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.

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SCHEDULE "A" PROPERTY DESCRIPTION

Morris Park and Richmond Hill Yards
Tax Lot Nos. 6, 58, 350, Portion of Tax Lot Nos. 200, 205 & 210 Block 9375
Borough and County of Queens, City and State of New York

All that certain plot, piece or parcel of Land, with the buildings and improvement thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York within Portions of Tax Lot Nos. 6, 58, 350, Portion of Lot Nos. 200, 205 & 210 Block 9375 bounded and described as follows:

COMMENCING at a point on southerly line of 89th Avenue (formerly Stewart Avenue, 70 ft. wide) distance of 110.00 feet at an interior angle of 89 degrees 59 minutes 49 seconds to 121st Street, easterly from the corner formed by the southerly line of 89th Avenue with easterly line of 121st Street (formerly Spruce Street, 60 ft. wide); to the point of TRUE BEGINNING;

1. RUNNING THENCE easterly along the southerly right-of-way line of 89th Avenue, 851.92 feet to a point;
2. THENCE southeasterly along a line forming interior angle of 98 degrees 22 minutes 48.3 seconds with the last mentioned course, a distance of 151.37 feet;
3. THENCE southeasterly along a line forming interior angle of 179 degrees 12 minutes 12.3 seconds with the last mentioned course, a distance of 238.08 feet to a point;
4. THENCE southerly along a line forming interior angle of 172 degrees 24 minutes 59.4 seconds with the last mentioned course, a distance of 0.33 feet to a point;
5. THENCE southeasterly along a line forming exterior angle of 173 degrees 35 minutes 8.7 seconds with the last mentioned course, a distance of 180.53 feet to a point;
6. THENCE easterly along a line forming exterior angle of 96 degrees 24 minutes 51.3 seconds with the last mentioned course, a distance of 240.00 feet to a point;
7. THENCE southerly at right angles to the southerly line of 91st Avenue (formerly Fulton Ave.), a distance of 137.04 feet to a point;
8. THENCE southeasterly along a line forming exterior angle of 116 degrees 46 minutes, 00 seconds with the last mentioned course, a distance of 273.50 feet to a point;
9. THENCE easterly along a line forming exterior angle of 153 degrees 14 minutes, 00 seconds with the last mentioned course, a distance of 112.37 feet to a point;
10. THENCE southeasterly along a line forming interior angle of 151 degrees 30 minutes, 21 seconds with the last mentioned course, a distance of 1.42 feet to a point;
11. THENCE easterly along southerly line of 92nd Avenue (formerly Walnut St.), a distance of 810.00 feet to a point;
12. THENCE southerly at right angles to the southerly line of 92nd Avenue, a distance of 316.65 feet;
13. THENCE westerly parallel with southerly line of 92nd Avenue (formerly Walnut Street) distance of 306.93 feet to a point of tangency;

14. THENCE northwesterly along a tangent curve to the right having a radius of 2,252.74 feet, through a central angle of 6 degrees 09 minutes 55 seconds, an arc length of 242.40 feet to a point;
15. THENCE southeasterly along a line forming interior angle of 104 degrees 48 minutes 2.2 seconds with the chord of last mentioned course, a distance of 139.76 feet to the northerly line of Atlantic Avenue and to a point on a non-tangent curve;
16. THENCE northwesterly continuing with a non-tangent curve to the right having a radius of 2,023.00 feet, through a central angle of 1 degree 39 minutes 03 seconds, an arc length of 58.29 feet to a point;
17. THENCE westerly along the northerly line of Atlantic Avenue a distance of 1,678.51 feet to a point of curvature;
18. THENCE northerly along a tangent curve to the right having a radius of 355.00 feet, through a central angle of 30 degrees 04 minutes 58 seconds, an arc length of 186.39 feet to a point on the easterly line of Atlantic Avenue;
19. THENCE northerly along the easterly line of 121st Street a distance of 162.67 feet to a point;
20. THENCE easterly along northerly line of Tax Lot No. 6 and forming an interior angle of 89 degrees 59 minutes 49 seconds with the last mentioned course, a distance of 110.00 feet to a point;
21. THENCE northerly and parallel with easterly line of 121st Street a distance of 1,045.00 feet to the point of TRUE BEGINNING.

Said Parcel containing: 1,783,060 sq. feet / 40.9334 acres, more or less.