

OFFICE OF GENERAL COUNSEL

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1500
Phone: (518) 402-9185 • Fax: (518) 402-9018
www.dec.ny.gov

January 13, 2016

SENT VIA UPS OVERNIGHT DELIVERY

Mr. Robert H. Feller, Esq.
Bond, Schoeneck & King
22 Corporate Woods Blvd. – Suite 501
Albany, NY 12211

RE: Environmental Easement Package
Site Name: Old Agway Store
Site No.: 546021

Dear Mr. Feller:

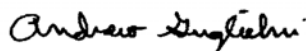
Enclosed, please find the fully executed Order on Consent, Environmental Easement, IT-2663 and TP584 referencing the Old Agway Store site located at Galway Street, Ballston Spa, N.Y. and CJH Enterprises, LLC.

Once the Environmental Easements is recorded, the local municipality will need to be notified via Certified Mail, Return Receipt Requested.

Please return a copy of the recorded easement marked by the County Clerk's Office with the date and location of recording, and a certified copy of the municipal notice. The information from the recorded easement and notices are necessary to process the Certificate of Completion.

If you have any further questions or concerns relating to this matter, please contact our office at 518-402-9510.

Sincerely,



Andrew Guglielmi, Esq.
Section Chief A
Bureau of Remediation



Department of
Environmental
Conservation

ec: B. Burns, Esq., NYSDEC
D. Tuohy, Esq., NYSDEC

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

THIS INDENTURE made this 4th day of December, 2015, between Owner(s) CJH Enterprises, LLC, having an office at 35 Bath Avenue, County of Saratoga, 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 Galway Street in the Village of Ballston Spa, Town of Milton, County of Saratoga and State of New York, known and designated on the tax map of the County Clerk of Saratoga as tax map parcel numbers: Section 216.31 Block 3 Lot 18, being the same as that property conveyed to Grantor by deed dated March 1, 2000 and recorded in the Saratoga County Clerk's Office in Liber 1544 and Page 381. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.29 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 2013 and revised on May 8, 2014 prepared by YEC, 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: CO 5-20150828-58, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) The Controlled Property must be operated and maintained in a manner not inconsistent with the Site Management Plan (SMP);

(3) Grantor must notify the Department in the event any Controlled Property condition is observed that suggests or indicates that there is a failure of any element of the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Saratoga County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP and will be performed by the Department;

(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 and will be developed by the Department;

(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 and will be performed by the Department;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP and will be performed by the Department;

(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 purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The Grantor acknowledges that obligations contained in the SMP, which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, are and remain fundamental elements 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 operating the Controlled Property in a manner that is not inconsistent 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, in such form and manner as the Department may require, confirming and updating Controlled Property information, including:

- (1) general information (name, address, etc.),
- (2) whether some or all of the property has been sold, subdivided, merged, or undergone a tax map amendment during the reporting period,
- (3) whether there has been a change of use during the reporting period,
- (4) whether any federal, state, and/or local permits have been issued for or at the property during the reporting period,
- (5) whether the property has been/or is being developed,
- (6) whether the property's current use is consistent with the allowed uses described in the Department's records,
- (7) whether all institutional controls remain in place and functioning as designed, and
- (8) certification regarding all institutional controls and any engineering controls, if applicable, that: (i) they remain unchanged since the control was put in place or last approved by the Department; (ii) nothing has occurred that would impair the ability of the controls to protect public health and the environment; (iii) access will continue to be provided to the Department; and (iv) that nothing has occurred that would constitute a violation or failure to comply with the SMP.

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: 546021
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.

Remainder of Page Intentionally Left Blank

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

CJH Enterprises, LLC:

By: Gino Bardi Gino Bardi

Print Name: Gino Bardi

Title: Chairman
Sole Stock Holder Date: Oct 6, 2015

Grantor's Acknowledgment

~~FLORIDA~~
STATE OF ~~NEW YORK~~)
) ss:
COUNTY OF Pasco)

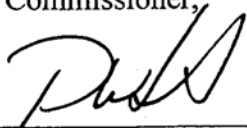
On the 6th day of October in the year 2015, before me, the undersigned, personally appeared Gino Bardi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

[Signature]
Notary Public - State of New York
FLORIDA



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

By:


Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 4th day of December, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5092146
Qualified in Schenectady County
Commission Expires August 22, 2018

SCHEDULE "A" PROPERTY DESCRIPTION

All That Certain Piece or Parcel of Land, together with the portion of track located thereon, as well as a portion of track located on land of the party of the first part if said track still exists on said premises of the party of the first part at the time of this conveyance, situate in the Village of Ballston Spa, County of Saratoga and State of New York, bounded and described as follows, to wit:

Beginning at the intersection of the northerly line of Galway Street with the westerly line of land of the Saratoga and Schenectady Rail Road Company and the Delaware and Hudson Railroad Corporation; thence northerly along said westerly line of land of Saratoga and Schenectady Railroad Company (n/f) and the Delaware and Hudson Railroad Corporation (n/f) 35 feet, or thereabouts, to a corner distant northeasterly 8 feet measured radially from a point in the center line of the sidetrack serving the party of the first part; thence southeasterly, parallel with said center line and distant northeasterly 8 feet measured radially therefrom, 68 feet, or thereabouts, to a point in said line of Galway Street and thence westerly along said line of Galway Street 58 feet, or thereabouts, to the place of beginning, containing 880 square feet of land, be the same more or less.

Also, All That Certain Piece or Parcel of Land, situate, lying and being in the Village of Ballston Spa, Town of Milton, Saratoga County and State of New York, bounded and described as follows:

Beginning on the north line of Galway Street, 166' east of the east line of Court Street, and runs thence east along the north line of Galway Street 98', thence north 34'; thence north 47 degrees West, 126' 2" to the south line of Walnut Street; thence west along the south line of Walnut Street, 2' to a point 166' east of the east line of Court Street; thence south 119½' to the place of beginning, it being the east part of a lot conveyed to William H. Wendell by Robert McMaster as by reference to the deed thereof recorded in the Clerk's Office of said County in Deed Book ZZ, page 132&c., will more fully appear.

Excepting and Reserving Therefrom, a strip 12' wide on the north side thereof heretofore conveyed to the Rensselaer and Saratoga Railroad Company by deed recorded in the Saratoga County Clerk's Office in Book of Deeds 166 at Page 187.

Also All That Certain Lot, Piece or Parcel of Land, situate in the Village of Ballston Spa, Town of Milton, Saratoga County and State of New York, bounded as follows:

Beginning at the southwest corner of a lot of land owned by Isaiah Blood on Galway Street and running north along the west line of said Blood's lot 119' 6" to the south line of Walnut Street; thence west 38'; thence south along lands formerly owned by Samuel H. Cook 119' 6" to the north line of Galway Street; thence east along the north line of Galway Street 38' to the place of beginning.

Subject to all enforceable covenants, conditions, easements, and restrictions of record, if any, affecting the premises.

Together with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

Being the same premises as conveyed in a deed from David H. Hogan to Ballston Printing Company, Inc. dated September, 1990 and recorded in the Saratoga County Clerk's Office on October 11, 1990 in Book 1298 of Deeds at Page 27.



**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

Recording office time stamp

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

Schedule A — Information relating to conveyance

Grantor/Transferor <input checked="" 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"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor)		Social security number	
	CJT Enterprises			
	Mailing address		Social security number	
	35 Bath Street			
	City	State	ZIP code	Federal EIN
	Ballston Spa, NY		12020	
	Single member's name if grantor is a single member LLC (see instructions)		Single member EIN or SSN	
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee)		Social security number	
	People of the State of New York thru			
	Mailing address		Social security number	
	625 Broadway Commission of NYSDC			
	City	State	ZIP code	Federal EIN
	Albany NY	12203	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
216.31 Block 3, Lot 18		Galway Street	Ballston Spa	Saratoga

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance 12 04 2015 month day year	Percentage of real property conveyed which is residential real property 0 % (see instructions)
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building		
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building		
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____		

Condition of conveyance (check all that apply)

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

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$		
	Schedule B., Part II \$		

Schedule B — Real estate transfer tax return (Tax Law, Article 31)**Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		
2.		
3.		
4.		
5.		
6.		0.00

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

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

1.		
2.		
3.		0.00

Part III — Explanation of exemption claimed on Part I, line 1 (check 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, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not 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 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

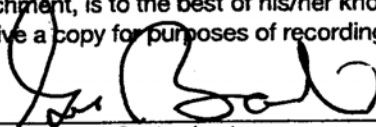



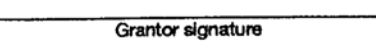
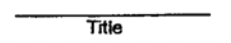
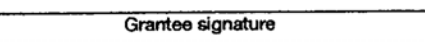
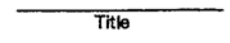
1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real 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.
- ☐ 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).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 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.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 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.

- ☐ 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 certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his 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 grantor(s) and grantee(s) must sign)

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

			
Grantor signature	Title	Grantee signature	Title
			
Grantor signature	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 checked e, f, or g in Schedule A, did you complete Form TP-584.1? 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 your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 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 II, and check the second box under **Exemptions for nonresident transferor(s)/seller(s)** and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), 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, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 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, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

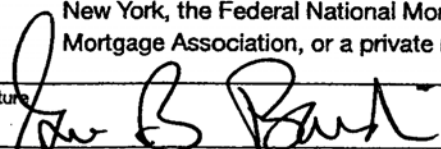
If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please 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 page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (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, section 663 due to one of the following exemptions:

- ☐ 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).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, 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 GINO B. BARDI	Date 10/26/15
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Nonresident Real Property
Estimated Income Tax Payment Form**For use on sale or transfer of real property by a nonresident of New York State
Tax Law – Article 22, Section 663**IT-2663**

Submit your completed Form IT-2663 with full payment of estimated tax due, if any, at the time the deed is presented to be recorded. Do not mail Form IT-2663 to the

use only

Do not use Form IT-2663 for the sale, transfer, or other disposition of shares of stock of a cooperative housing corporation. Use Form IT-2664, *Nonresident Cooperative Unit Payment Form*, instead.**RECEIVED**

NOV 02 2015

January 1, 2016.

This form is valid for sales or transfers (date of conveyance) after December 31, 2015.

- A The transferor/seller is: ☒ an individual ☐ an estate or trust BOND, SCHOENECK & KING, PLLC
- B Is the transferor/seller reporting the gain for federal income tax purposes under the installment method? ☐ No ☒ Yes
If Yes, what is the duration of the installment agreement? _____ months _____ years
- C Mark an X in the box if only a portion of the real property being sold or transferred qualifies as the principal residence of the transferor(s)/seller(s) listed below. ☐

Part 1 – Sale or transfer information (see Form IT-2663-I, Instructions for Form IT-2663, for assistance)

Transferor/seller name CJH Enterprises, LLC		Transferor/seller identification number (SSN or EIN) 130-38-1816	
Spouse's name or name of fiduciary (if applicable)		Spouse's SSN	
Address of transferor/seller (number and street; see instructions) 35 Bath Street	City Ballston Spa	State NY	ZIP code 12020
Mailing address of transferor/seller or fiduciary (if different)	City	State	ZIP code
Location and description of property transferred (include county and tax map number) Gallway Street, Ballston Spa, NY	Tax map designation		Date of conveyance - -2015
	Section 216	Block 3 Lot 18	

Part 2 – Estimated tax information (Complete Worksheet for Part 2 on page 2 before completing this part.)

1 Sale price (from Worksheet for Part 2, line 15)	1.	0 00
2 Total gain (from Worksheet for Part 2, line 17; if a loss, enter 0)	2.	0 00
3 Estimated tax due (from Worksheet for Part 2, line 20)	3.	0 00

Part 3 – Nonpayment of estimated tax by a nonresident upon sale of real property (see instructions)

- 4 This is to certify that the transferor/seller of this property is a nonresident of New York State and is **not** required to pay estimated tax under Tax Law section 663 due to one of the following reasons:

- A ☐ The sale or transfer of this property results in a loss (less than or equal to zero) for federal income tax purposes (you must complete Worksheet for Part 2 on page 2 of this form).
- B ☐ The transferor/seller is not required to recognize any gain or loss with respect to the transfer under provisions of the Internal Revenue Code (IRC) (except for section 121) (you must complete the summary below).

Brief summary of the transfer (include the section(s) of the IRC and facts supporting the claim that the recognition of the gain or loss is not required with respect to the sale or transfer):

Part 4 – Signature

I, the undersigned, certify that this form including any certification and attachment(s), is to the best of my knowledge and belief, true, correct, and complete.

Signature of transferor/seller <i>Samuel Bond</i>	Date 10/26/15	Signature of spouse (if applicable)	Date
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Worksheet for Part 2

Use this worksheet to compute your gain or loss on the sale or transfer of the real property. The gain or loss is computed in the same manner as for federal income tax purposes. For more information, see federal Publication 523, *Selling Your*

Home; Publication 544, *Sales and Other Dispositions of Assets*; and Publication 551, *Basis of Assets*. These publications are available on the Internal Revenue Service's Web site at www.irs.gov.

Computation of cost or other basis

5	Purchase price of property	5.		0 00
Increases to basis:				
6	Improvements	6.	0 00	
7	Closing costs	7.	0 00	
8	Other (explain)	8.	0 00	
9	Add lines 6, 7, and 8	9.		0 00
10	Add lines 5 and 9	10.		0 00
Decreases to basis:				
11	Depreciation (if applicable)	11.		
12	Other (explain)	12.		
13	Add lines 11 and 12	13.		
14	Adjusted basis of property (subtract line 13 from line 10)	14.		

Gain or loss

15	Sale price less selling expenses (enter here and on the front page, Part 2, line 1)	15.		
16	Cost or adjusted basis (from line 14 above)	16.		
17	Total gain or loss: Subtract line 16 from line 15. If the amount is a gain (greater than zero), enter here, on the front page, Part 2, line 2, and continue with line 18. If the amount is a loss (less than or equal to zero), enter 0 here, on line 20 below, and on the front page, line 2. Complete Part 2, Part 3, and Form IT-2663-V on page 3. ...	17.		

Estimated tax due

18	Enter the gain from line 17 (if only a portion of the gain from line 17 is subject to tax, see instructions below)	18.		0 00
19	New York State tax rate 8.82% (.0882)	19.		.0882
20	Estimated tax due (Multiply line 18 by line 19, and round to the nearest whole dollar; enter here and on the front page, Part 2, line 3. Complete Form IT-2663-V, Nonresident Real Property Estimated Income Tax Payment Voucher, on page 3.)	20.		0 00

Specific Instructions for Worksheet for Part 2

Note: See Form IT-2663-I, *Instructions for Form IT-2663*, for complete instructions.

Lines 5 through 17 – Multiple transferors/sellers: Enter the total purchase price, adjustments to basis, and sale price to determine the total gain (or loss) on the real property. See *Line 18* below for allocation of the gain.

Line 18 – Enter the gain (or portion of the gain) from line 17 that will be reported on your federal income tax return for 2015.

- **If only a portion of the property is located inside New York State**, enter the gain allocated to the portion of the property located inside New York State. Attach a statement to Form IT-2663 showing how you computed the allocation.
- **If only a portion of the property qualifies as your principal residence**, enter the gain allocated to the portion of the property that did not qualify as your principal residence and will be reported on your federal income tax return for 2015. Attach a statement to Form IT-2663 showing how you computed the allocation.
- **If two or more persons transfer or sell the real property**, allocate the total gain on the property among the

transferors/sellers in the same manner as the gain is allocated for federal income tax purposes. Attach a statement to Form IT-2663 showing each transferor's/seller's name, SSN or EIN, address, and share of the gain.

- **If the gain is being reported as an installment sale**, enter the amount of gain that you (and your spouse, if applicable) will be reporting on your 2015 federal income tax return.
- **A nonresident estate or trust** must enter the amount of the gain, without regard to any distributions, from line 17.

Line 19 – When computing tax due on the gain from the transfer or sale of the real property, you must use the tax rate equal to the highest rate of tax for the tax year as set forth in the Tax Law section 601. For tax year 2015 that rate is 8.82% (.0882).

Line 20 – This is the amount of your required estimated tax payment. Enter this amount on the front page, Part 2, line 3 and as your estimated tax payment on Form IT-2663-V on page 3. You must complete Form IT-2663-V, even if there is no payment of estimated personal income tax due.

Note: You must complete Form IT-2663-V (below), even if there is no payment of estimated personal income tax due.

This area is for county clerk use only.

◆ **Attach check or money order here.**

You must attach a separate check or money order made payable to **NYS Income Tax** for the full amount of estimated personal income tax due as shown on Part 2, line 3, and Form IT-2663-V (below).

Do not detach



New York State Department of Taxation and Finance

Nonresident Real Property Estimated Income Tax Payment Voucher

For use on sale or transfer of real property by a nonresident

IT-2663-V

Enter date of conveyance and total payment in the boxes to the right. Print your name, social security number or employer identification number, and **2015 IT-2663-V** on your payment. Make payable to **NYS Income Tax**.

Identification number (SSN or EIN of the estate or trust) 130-38-1816	Mark an X in one box: <input checked="checked" type="checkbox"/> Individual <input type="checkbox"/> Estate/trust	
Individual taxpayer's full name or name of estate or trust CJH Enterprises, LLC		
Spouse's name (if applicable) or name and title of fiduciary	Spouse's SSN	
Individual taxpayer's street address or address of fiduciary or representative (see instructions) 35 Bath Street		
City, village, or post office Ballston Spa	State NY	ZIP code 12020

Date fiscal year ends
Date of conveyance

Total payment Dollars Cents
00

0431150094