

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of the General Counsel

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

P: (518) 402-9185 | F: (518) 402-9018

www.dec.ny.gov

VIA USPS CERTIFIED/RETURN RECEIPT

November 27, 2024

Brotherhood MC NY
P.O. Box 577
Clarkson, NY 14430
Attn: Eric Wolfgram, V.P.

RE: Environmental Easement Package
Site Name: Former Rochester Metal Etching
Site No.: 828100

Dear Mr. Wolfgram,

Enclosed please find a fully executed Environmental Easement and TP-584 tax form required for recording.

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

Please return to my attention, copies 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 notices. The information from the recorded easement and notices are necessary to process the Certificate of Completion (COC).

A COC will not be issued until copies of the municipal notices are returned to the Office of General Counsel.

If you have any further questions or concerns relating to this matter, please contact our office at (518) 402-8393.

Sincerely,



Cheryl A. Salem
Legal Assistant II
Remediation Bureau
Cheryl.salem@dec.ny.gov

ec: B. Rashkow, NYSDEC



Department of
Environmental
Conservation

REQUEST TO SEND

Ship Item On: **11/27/2024**

Sender: **GENERAL COUNSEL
NYSDEC 12207 NY**

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



RTS20242

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

Send To: **Eric wolfgram, v.p.
Brotherhood mc ny
po box 577
CLARKSON NY 14430**

Class of Service: **USPS First Class**

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

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

THIS INDENTURE made this 25th day of November, 2024, between Owner, The Brotherhood McInc. a/k/a Brotherhood Motorcycle Inc., having an office at 100 Lake Avenue, Rochester, County of Monroe, 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 100 Lake Ave. a/k/a 67 Spencer Street in the City of Rochester, County of Monroe and State of New York, known and designated on the tax map of the County Clerk of Monroe as tax map parcel number: Section 105.60 Block 2 Lot 7.004 & 13, being the same as that property conveyed to Grantor by deed dated July 16, 2003 and recorded in the Monroe County Clerk's Office in Liber and Page 9815/339. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.23 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 25, 2024, and last revised September 3, 2024, prepared by David Joseph Uhrinec, 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: 828100-08-11, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

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

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

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

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 Monroe County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

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

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a

defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 828100
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.

The Brotherhood McInc. AKIA BROTHERHOOD MOTORCYCLE INC.

By: Eric D. Wolfgram

Print Name: ERIC D. Wolfgram

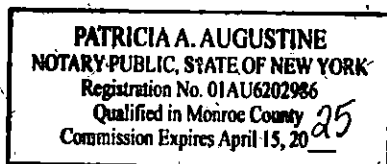
Title: Vice President Date: 11/11/2024

Grantor's Acknowledgment

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

On the 11th day of November in the year 2024, before me, the undersigned, personally appeared Eric D. Wolfgram 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.

Patricia A. Augustine
Notary Public - State of New York



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
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 25th day of November in the year 2024, 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.

Cheryl A. Salem
Notary Public - State of New York
Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified In Albany County
My Commission Expires March 3, 2027

SCHEDULE "A" PROPERTY DESCRIPTION

Easement Area Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe and State of New York, bounded and described as follows: Being lot numbers six hundred twenty-one (621) and six hundred twenty-two (622) of the subdivision of Lot Numbers forty-six (46) and forty-seven (47) of the Jones Tract, as shown on a map filed in Monroe County Clerk's Office in Liber 3 of Maps at page 137, being on the east side of Lake Avenue, each lot being forty-four (44) feet in width and running back of equal width one hundred ten (110) feet.

Being more particularly described as follows:

(PARCEL 1)

BEGINNING at the point of intersection with the division line between the lands now or formerly of The Brotherhood Mclnc. as described as the first parcel in book 09815 of Deeds at Page 039 on the southeast and the lands now or formerly of Engine No. 5, LLC as described in Book 12754 of Deeds at Page 0061 and the lands now or formerly of Engine No. 3, LLC as described in Book 11997 of Deeds at Page 275, in part by each on the northwest, with the northeasterly right of way of Lake Avenue (100' right of way), said point being located 44.10 feet southeasterly from the intersection of the northeasterly right of way of Lake Avenue with the southeasterly right of way of Spencer Street;

Thence northeasterly, along said division line, 110.00 feet to its intersection with the second parcel of land of The Brotherhood Mclnc., as described in book 098515 of Deeds at Page 039,

Thence southeasterly along said division line, forming an interior angle to the left of 89° 16' 56" with the pervious course, 88.00 feet to its intersection with the division line between the first said lands of The Brotherhood Mclnc. on the northwest and the lands now or formerly of L&R Enterprises of Rochester, LLC on the southeast;

Thence southwesterly along said division line, forming an interior angle to the left of 90° 43' 04" with the previous course, 110.00 feet to its intersection with the northeasterly right of way of Lake Avenue;

Thence northwesterly, forming an interior angle to the left of 89° 16' 56" with the previous course, 88.00 feet to the point or place of beginning, containing 0.22 acres of land more or less.

Together with all the right, title and interest of the party of the first part of, in and to the land lying in Lake Avenue in front of and adjacent to said premises to the center line thereof.

(PARCEL II)

ALSO ALL THAT TRACT OR PARCEL OF LAND situated in part of Lot Q in the S D Porter Subdivision of the Jones Tract, in Lots 46 and 47 of the 20,000 acre tract, City of Rochester, County of Monroe and State of New York and being more particularly described as follows:

BEGINNING at a point in the southeasterly right-of-way of Spencer Street (60' right of way) at its intersection with the division line between the lands now or formerly of The Brotherhood Mclnc. as described as the second parcel in book 09815 of Deeds at Page 039 on the northeast and the lands now or formerly of Engine No. 3, LLC as described in Book 11997 of Deeds at Page 275 on the southwest, said point being located 110.00 feet northeasterly from the intersection of the northeasterly right of way of Lake Avenue with the southeasterly right of way of Spencer Street;

Thence northeasterly along said right-of-way, a distance of 10.57 feet to its intersection with the division line between the said lands of The Brotherhood Mclnc. generally on the southwest the lands now or formerly of 10 White Street, LLC as described in Book 09324 of Deeds at Page 0011 generally on the northeast;

Thence along said division line the following three (3) courses and distances: NOTE courses 1, 2, and 3 are in part along an existing building face or foundation wall now or formerly of Robert Landry, (1) southeasterly, forming an interior angle to the left with the previous course of 91° 19' 03", a distance of 17.90 feet to a point, thence (2) southwesterly, forming an interior angle to the left with course 1 of 90° 00' 00" a distance of 9.31 feet to a point, thence, (3) southeasterly, forming an interior angle to the left with course 2 of 269° 42' 28", a distance of 112.11 feet to a point, and (4) westerly, forming an interior angle to the left with course 3 of 88° 04' 29", a distance of 5.72 feet to its intersection with the division line between the first described parcel of lands of The Brotherhood Mclnc. and the said lands of Engine No. 3, LLC, in part by each on the southwest, and the second described parcel of lands of The Brotherhood Mclnc. on the northeast;

Thence along said division line forming an interior angle to the left with course 4 of 90° 00' 00", a distance of 130.12 feet to the point of beginning, containing 0.01 acres of land, more or less.



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

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	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantor)	Social Security number (SSN)
<input type="checkbox"/> Individual	Brotherhood Motorcycle Inc.	
<input checked="" type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	P.O. Box 577	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
<input type="checkbox"/> Single member LLC	Clarkson NY 14430	46-2760891
<input type="checkbox"/> Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantee)	SSN
<input type="checkbox"/> Individual	New York State Department of Environmental Conservation	
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	625 Broadway	
<input type="checkbox"/> Estate/Trust	City State ZIP code	EIN
<input type="checkbox"/> Single member LLC	Albany NY 12233	14-6013200
<input type="checkbox"/> Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
<input checked="" type="checkbox"/> Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
105.60-2-13		100 Lake Avenue	Rochester	Monroe

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

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance <table border="1"> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	month	day	year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
month	day		year			
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building					
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling					
4 <input type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____					
5 <input checked="" type="checkbox"/> Commercial/industrial						

**Condition of conveyance
(mark an X in all that apply)**

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input checked="" type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <u>Enviro. Easement</u>

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

TP-584 Location and Description of Additional Properties Conveyed**ATTACHMENT**

Tax Map Designation (Section-Block-Lot)	Address	City/Village/Town	County
105.60-2-7.004	67 Lake Avenue	Rochester	Monroe

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3) ☒ **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.		

Part 2 – 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 1, 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.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

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

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

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. 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 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

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)*

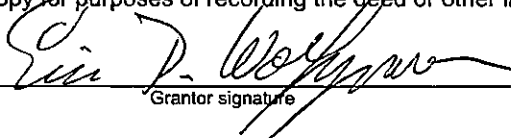
1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a ☐ The transfer of real 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 for 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 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.)*

Signature (both the grantors and grantees must sign)

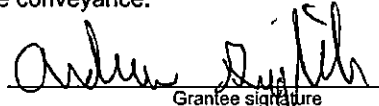
The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of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



Grantor signature

Vice President

Title



Grantee signature

Director of
Remediation

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? Have you attached your check(s) made payable to the county clerk where recording will take place? 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*.

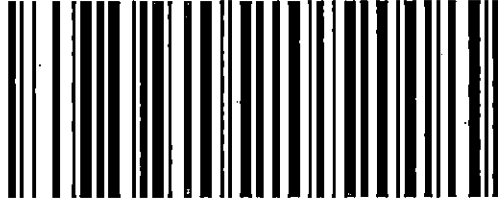
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

REQUEST TO SEND

Ship Item On: **11/27/2024**

Sender: **GENERAL COUNSEL
NYSDEC 12207 NY**

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



RTS20242

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

Send To: **Eric wolfgram, v.p.
Brotherhood mc ny
po box 577
CLARKSON NY 14430**

Class of Service: **USPS First Class**

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



January 16, 2025

Dear Cheryl Salem:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 1785 7200 1382 51.

Item Details

Status:	Delivered, Individual Picked Up at Post Office
Status Date / Time:	December 17, 2024, 10:28 am
Location:	CLARKSON, NY 14430
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	BROTHERHOOD MC NY

Shipment Details

Weight:	0.0oz
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Recipient Signature

Signature of Recipient:

Rafael R. R. R.
Rafael R. R. R.
PO BOX 577

Address of Recipient:

CLARKSON, NY 14430-0577

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

ALERT: SEVERE WEATHER AND EMERGENCY EVENTS ACROSS THE U.S. MAY DELAY FINAL DELIVERY OF YOUR MAIL AND PACKAGES. [REA...](#)

USPS Tracking®

[FAQs](#) >

Tracking Number:

9214890117857200138251

Remove X

[Copy](#)[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)**Latest Update**

Your item was picked up at the post office at 10:28 am on December 17, 2024 in CLARKSON, NY 14430.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office

CLARKSON, NY 14430

December 17, 2024, 10:28 am

Reminder to pick up your item before December 13, 2024

CLARKSON, NY 14430

December 4, 2024

Available for Pickup

CLARKSON

3720 LAKE RD

CLARKSON NY 14430-9800

M-F 1000-1700; SAT 1000-1200

November 29, 2024, 9:30 am

Arrived at Post Office

CLARKSON, NY 14430

November 29, 2024, 9:30 am

Pre-Shipment, USPS Awaiting Item

November 27, 2024

Hide Tracking History

Feedback

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)**Text & Email Updates****Return Receipt Electronic**☒ Confirmation

Your Proof of Delivery record is complete and will be processed shortly.

Your confirmation will be sent to the following:

cheryl.salem@dec.ny.gov

USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs