



Wayne County Clerk's Office

Recording Page



Receipt Number: 26-8366

Easements

Instrument Number: R9353289

Date/Time: 07/08/2026 09:29 AM

First OR: COVENTRY COMMONS HOUSING DEVELOPMENT
FUND CORPORATION

First EE: PEOPLE OF THE STATE OF NEW YORK

Town: ARCADIA TOWN OF
Town: NEWARK VILLAGE

Pages: 12
Employee Id: bs
Serial Number:

Transfer Tax Number: 2516

-FEES-

Recording and Filing	\$105.00
Transfer Tax	\$0.00
Basic Tax	
Local Tax	
Additional Tax	
Special Tax	
Withheld	
Total	\$105.00

-MORTGAGE TAX-

Amount Taxed	\$0.00
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-TRANSFER TAX-

Consideration Amount	\$0.00
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State of New York
County of Wayne

***** WARNING - This sheet constitutes the Clerks endorsement required by Section 319 of the Real Property Law of the State of New York.**

Jessica Freer
Wayne County Clerk

DO NOT DETACH
THIS IS NOT A BILL

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

THIS INDENTURE made this 25th day of June, 2026 between Owner, Coventry Commons Housing Development Fund Corporation (the "Grantor Fee Owner") and Coventry Commons, LLC (the "Grantor Beneficial Owner"), both having an office at 1201 East Fayette Street, Suite 26, Syracuse, County of Onondaga, State of New York, (collectively, 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 132 Harrison Street in the Village of Newark, County of Wayne and State of New York, known and designated on the tax map of the County Clerk of Wayne as tax map parcel number: Section 68111 Block 18 Lot 416166, being the same as that property conveyed to Grantor by deed dated December 19, 2024 and recorded in the Wayne County Clerk's Office in Instrument No. R9339879. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 5.170 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 23, 2026, prepared by Alan J. Snyder, 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, Grantor Beneficial Owner, is the owner of the beneficial interest in the Controlled Property being the same as a portion of that beneficial interest conveyed to Grantor Beneficial Owner by means of a Declaration of Interest and Nominee Agreement between Grantor

County: Wayne Site No: 859036 Brownfield Cleanup Agreement Index : R8-20260121-6

Fee Owner and Grantor Beneficial Owner dated as of December 19, 2024 and recorded in the Wayne County Clerk's Office on December 26, 2024, as Instrument No. R9339880;

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 Brownfield Cleanup Agreement Index Number: R8-20260121-6, 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) 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 Wayne 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 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 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

County: Wayne Site No: 859036 Brownfield Cleanup Agreement Index : R8-20260121-6

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: 859036
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

County: Wayne Site No: 859036 Brownfield Cleanup Agreement Index : R8-20260121-6

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

County: Wayne Site No: 859036 Brownfield Cleanup Agreement Index : R8-20260121-6

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

Coventry Commons, LLC:

By: *B. Lockwood*

Print Name: Benjamin Lockwood

Title: Authorized Signer Date: 6/17/26

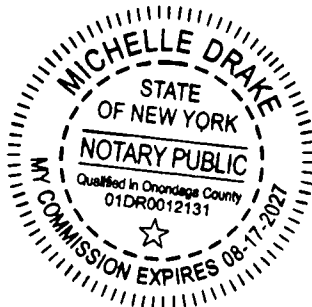
Grantor's Acknowledgment

STATE OF NEW YORK)

COUNTY OF Onondaga) ss:

On the 17 day of June, in the year 2026, before me, the undersigned, personally appeared Benjamin Lockwood 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.

Michelle Drake
Notary Public - State of New York



County: Wayne Site No: 859036 Brownfield Cleanup Agreement Index : R8-20260121-6

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,

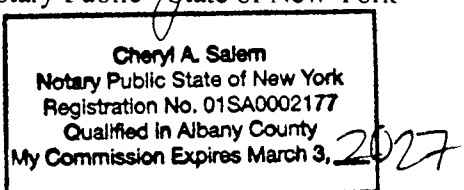
By: Andrew Guglielmi
 Andrew O. Guglielmi, Director
 Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 25 day of JUNE, in the year 2026 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



SCHEDULE "A" PROPERTY DESCRIPTION**Easement Description:**

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 225,220 SQUARE FEET OR 5.170 ACRES, MORE OR LESS, SITUATE IN THE VILLAGE OF NEWARK, COUNTY OF WAYNE, STATE OF NEW YORK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET, SAID POINT BEING MEASURED 123.76 FEET NORTH OF THE NORTH RIGHT OF WAY OF SIEGRIST STREET; THENCE,

1. S 89°29' 45" W, A DISTANCE OF 132.00 FEET TO A POINT; THENCE,
2. S 1°08' 15" E, A DISTANCE OF 108.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SIEGRIST STREET; THENCE THE FOLLOWING 5 COURSES ALONG THE NORTHERLY AND WEST RIGHT OF WAY OF SIEGRIST STREET,
3. N 83°51' 03" W, A DISTANCE OF 66.54 FEET TO A POINT; THENCE,
4. S 88°43' 27" W, A DISTANCE OF 15.66 FEET TO A POINT; THENCE,
5. S 1°03' 15" E, A DISTANCE OF 90.23 FEET TO A POINT; THENCE,
6. S 88°56' 45" W, A DISTANCE OF 8.15 FEET TO A POINT; THENCE,
7. SOUTHWESTERLY ALONG A CURVE TO THE LEFT SAID CURVE HAVING AN ARC LENGTH OF 42.91 FEET, A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 81°57'02", A CHORD LENGTH OF 39.34 FEET AND A CHORD BEARING OF S 39°54' 28" W TO A POINT ON THE NORTH RIGHT OF WAY OF HARRISON STREET; THENCE,
8. S 80°53'45" W ALONG THE NORTH RIGHT OF WAY OF HARRISON STREET, A DISTANCE OF 229.29 FEET TO A POINT; THENCE
9. N 4°36' 15" W, A DISTANCE OF 136.27 FEET TO A POINT; THENCE,
10. N 80°16' 45" E, A DISTANCE OF 32.50 FEET TO A POINT; THENCE,
11. N 1°16' 15" W, A DISTANCE OF 257.09 FEET TO A POINT; THENCE,
12. S 88°29' 45" W, A DISTANCE OF 30.00 FEET TO A POINT; THENCE,
13. N 1°10' 15" W, A DISTANCE OF 175.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE; THENCE,
14. N 88°58' 45" E ALONG THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE, A DISTANCE OF 136.97 FEET TO A POINT AT THE INTERSECTION

OF SAID RIGHT OF WAY AND THE EAST RIGHT OF WAY OF ORCHARD STREET; THENCE,

15. N 88°23' 45" E, A DISTANCE OF 44.17 FEET TO A POINT; THENCE,
16. N 20°28' 15" E, A DISTANCE OF 182.72 FEET TO A POINT; THENCE,
17. N 1°12' 48" W, A DISTANCE OF 18.50 FEET TO A POINT; THENCE,
18. N 88°58' 12" E, A DISTANCE OF 20.02 FEET TO A POINT; THENCE,
19. S 1°08' 15" E, A DISTANCE OF 195.00 FEET TO A POINT; THENCE,
20. N 89°29' 45" E, A DISTANCE OF 213.22 FEET TO A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET; THENCE,
21. S 1°08' 15" E, A DISTANCE OF 314.00 FEET TO THE POINT AND PLACE OF BEGINNING.



Wayne County Clerk's Office

Recording Page



Receipt Number: 26-8366

Subordination Agreement

Instrument Number: R9353290

Date/Time: 07/08/2026 09:29 AM

First OR: VILLAGE OF NEWARK

First EE: PEOPLE OF THE STATE OF NEW YORK

Town: ARCADIA TOWN OF

Town: NEWARK VILLAGE

Pages: 10

Employee Id: bs

Serial Number:

Transfer Tax Number:

-FEES-

Recording and Filing \$90.50

Transfer Tax

Basic Tax

Local Tax

Additional Tax

Special Tax

Withheld

Total \$90.50

-MORTGAGE TAX-

\$0.00

Amount Taxed

-TRANSFER TAX-

Consideration Amount

State of New York
County of Wayne

***** WARNING - This sheet constitutes the Clerks endorsement required by Section 319 of the Real Property Law of the State of New York.**

Jessica Freer
Wayne County Clerk

DO NOT DETACH
THIS IS NOT A BILL

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("Agreement") is made as of this 25 day of June, 2020, by and between Village of Newark, having an address at having an address at 100 East Miller Street, Newark, NY (together with its successors and assigns, the "**Easement-Holder**"), Coventry Commons Housing Development Fund Corporation ("**Fee Owner**") and Coventry Commons, LLC ("**Beneficial Owner**"), both having an address at 1201 East Fayette Street, Suite 26, Syracuse, NY (collectively, the "**Owner**"), and the New York State Department of Environmental Conservation, having an address at 625 Broadway, Albany, NY 12233 ("**Department**"), and together with Easement-Holder and Owner, the "**parties**")

RECITALS:

WHEREAS, Owner is the owner of that certain real property known as 132 Harrison Street, Newark, NY, and designated on the tax map of the Wayne County Clerk as Section 68111, Block 18, Lot 416166 (the "**Property**") as more particularly described in Appendix "A", attached hereto and made a part hereof), and

WHEREAS, Easement-Holder is the holder of that certain easement recorded against the Property (the "**Sewer-Easement**") as more particularly described in Appendix "B", attached hereto and made a part hereof), and

WHEREAS, Owner and the Department are parties to that certain Environmental Easement, to be recorded in the Wayne County Clerk's Office (the "**Easement**"); and

WHEREAS, the parties now desire to enter into this Agreement,

NOW, THEREFORE in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, receipt and sufficiency of which are hereby expressly acknowledge, the parties hereby agree as follows

1. Easement-Holder covenants, stipulates and agrees that, the Sewer-Easement and any supplements, amendments, modifications or replacements thereof or thereto, shall at all times continue to be subordinated and made secondary and interior in each and every respect to the Easement and to all of the terms, conditions and provisions thereof so that at all times, the Easement shall be and remain superior to the Sewer-Easement for all purposes, subject to the provisions set forth herein and this subordination is to have the same force and effect as if the Easement had been executed, acknowledged, delivered and recorded prior to the Sewer-Easement, any amendments or modifications thereof and any notice thereof
2. Easement-Holder hereby subordinates its Sewer-Easement to Section 3 of the Easement and Easement-Holder agrees that if Easement-Holder exercises any of its rights under the Sewer-Easement, Section 3 of the Easement shall not be terminated by reason thereof so as to permit the Department to enter and inspect the Property pursuant to Section 3 of the Easement, in a reasonable manner and at reasonable times, to assure the Property's

continued compliance with the institutional and engineering controls provided in Paragraphs 2(A) and to permit the Department to perform, or cause to be performed by Owner or any Successor Owner (as defined below) all covenants and obligations undertaken by Owner thereunder.

3. Easement-Holder acknowledges that it has received and reviewed a draft copy of the Department-approved Site Management Plan (SMP) for the Property referred to in the Environmental Easement and will comply with its terms and provisions.
4. Except in cases of emergency, Easement-Holder shall notify Owner at least ten (10) days before it (or any of its contractors) undertakes any work within the Utility Easement area, which involves digging or otherwise disturbing the ground, and shall describe the work to be undertaken in such detail as may be reasonably necessary to enable Owner to determine whether the Department should be given notice thereof. In cases of emergency, Easement-Holder shall give the aforesaid notice to Owner as soon as is reasonably practicable under the circumstances.
5. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.

[signature pages follow]

GRANTOR FEE OWNER:

COVENTRY COMMONS HOUSING
DEVELOPMENT FUND CORPORATION

By

B. Lockwood

Benjamin Lockwood
Authorized Signatory

Name:

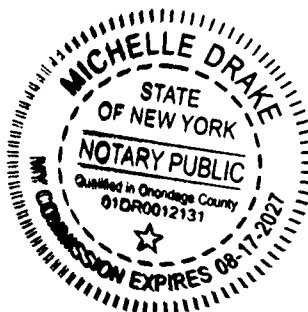
Title

ACKNOWLEDGMENT

State of *New York*,
County of *Onondaga*

On the *16* day of *June*, in the year 20*26* before me, the undersigned, personally appeared *Benjamin Lockwood*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

Michelle Drake
Notary Public



GRANTOR BENEFICIAL OWNER:

COVENTRY COMMONS, LLC

By



Benjamin Lockwood
Authorized Signatory

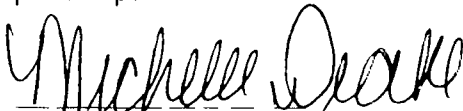
Name

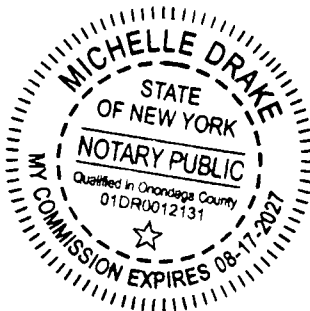
Title.

ACKNOWLEDGMENT

State of New York
County of Onondaga

On the 16 day of June in the year 2021 before me, the undersigned, personally appeared Benjamin Lockwood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument


Notary Public



THIS SUBORDINATION AGREEMENT IS HEREBY ENTERED INTO BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner

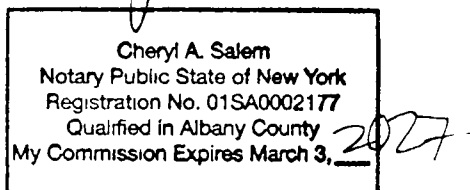
By. Andrew O. Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

ACKNOWLEDGMENT

STATE OF NEW YORK ,
)
COUNTY OF ALBANY ,

On the 25 day of JUNE, in the year 2026 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



Appendix A
Metes & Bounds Description
ENVIRONMENTAL EASEMENT AREA

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 225,220 SQUARE FEET OR 5.170 ACRES, MORE OR LESS, SITUATE IN THE VILLAGE OF NEWARK, COUNTY OF WAYNE, STATE OF NEW YORK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET, SAID POINT BEING MEASURED 123.76 FEET NORTH OF THE NORTH RIGHT OF WAY OF SIEGRIST STREET; THENCE,

1. S 89°29' 45" W, A DISTANCE OF 132.00 FEET TO A POINT; THENCE,
2. S 1°08' 15" E, A DISTANCE OF 108.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SIEGRIST STREET, THENCE THE FOLLOWING 5 COURSES ALONG THE NORTHERLY AND WEST RIGHT OF WAY OF SIEGRIST STREET.
3. N 83°51' 03" W, A DISTANCE OF 66.54 FEET TO A POINT, THENCE,
4. S 88°43' 27" W, A DISTANCE OF 15.66 FEET TO A POINT; THENCE,
5. S 1°03' 15" E, A DISTANCE OF 90.23 FEET TO A POINT, THENCE,
6. S 88°56' 45" W, A DISTANCE OF 8.15 FEET TO A POINT; THENCE,
7. SOUTHWESTERLY ALONG A CURVE TO THE LEFT SAID CURVE HAVING AN ARC LENGTH OF 42.91 FEET, A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 81°57'02", A CHORD LENGTH OF 39.34 FEET AND A CHORD BEARING OF S 39°54' 28" W TO A POINT ON THE NORTH RIGHT OF WAY OF HARRISON STREET; THENCE,
8. S 80°53'45" W ALONG THE NORTH RIGHT OF WAY OF HARRISON STREET, A DISTANCE OF 229.29 FEET TO A POINT, THENCE
9. N 4°36' 15" W, A DISTANCE OF 136.27 FEET TO A POINT, THENCE,
10. N 80°16' 45" E, A DISTANCE OF 32.50 FEET TO A POINT, THENCE,
11. N 1°16' 15" W, A DISTANCE OF 257.09 FEET TO A POINT; THENCE,
12. S 88°29' 45" W, A DISTANCE OF 30.00 FEET TO A POINT; THENCE,
13. N 1°10' 15" W, A DISTANCE OF 175.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE, THENCE,
14. N 88°58' 45" E ALONG THE SOUTH RIGHT OF WAY OF EAST SHERMAN AVENUE, A DISTANCE OF 136.97 FEET TO A POINT AT THE INTERSECTION

OF SAID RIGHT OF WAY AND THE EAST RIGHT OF WAY OF ORCHARD STREET; THENCE,

15. N 88°23'45" E, A DISTANCE OF 44.17 FEET TO A POINT; THENCE,
16. N 20°28'15" E, A DISTANCE OF 182.72 FEET TO A POINT; THENCE,
17. N 1°12'48" W, A DISTANCE OF 18.50 FEET TO A POINT; THENCE,
18. N 88°58'12" E, A DISTANCE OF 20.02 FEET TO A POINT; THENCE,
19. S 1°08'15" E, A DISTANCE OF 195.00 FEET TO A POINT; THENCE,
20. N 89°29'45" E, A DISTANCE OF 213.22 FEET TO A POINT ON THE WEST RIGHT OF WAY OF BLACKMAR STREET; THENCE,
21. S 1°08'15" E, A DISTANCE OF 314.00 FEET TO THE POINT AND PLACE OF BEGINNING

APPENDIX B

A) Sewer-Easement, granted to the Village of Newark dated January 9, 1957 and recorded in the Wayne County Clerk, February 27, 1973, in Liber 658, Page 417