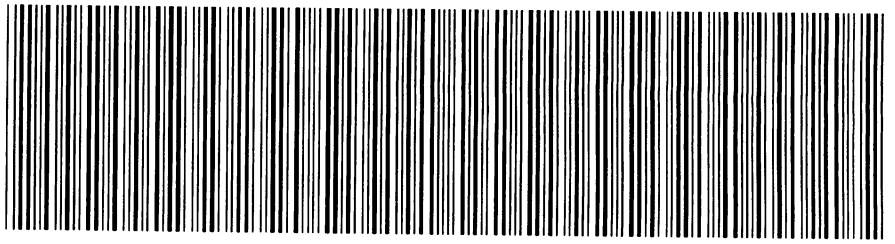


**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



202411501264001001E6B26

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 10**

Document ID: 202411501264001

Document Date: 11-07-2024

Preparation Date: 11-26-2024

Document Type: EASEMENT

Document Page Count: 9

**PRESENTER:**

NATIONWIDE COURT SERVICES  
761 KOEHLER AVE, SUITE A  
55450  
RONKONKOMA, NY 11779  
631-981-4400  
LEOVIERO@NATIONWIDECOURTSERVICE.COM

**RETURN TO:**

NATIONWIDE COURT SERVICES  
761 KOEHLER AVE, SUITE A  
55450  
RONKONKOMA, NY 11779  
631-981-4400  
LEOVIERO@NATIONWIDECOURTSERVICE.COM

Borough	Block	Lot	PROPERTY DATA	
			Unit	Address
BROOKLYN	2250	45	Entire Lot	295-297 WALLABOUT STREET
Property Type: APARTMENT BUILDING Easement				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

WALLABOUT 295 GROUP LLC  
183 WILSON ST UNIT 488  
BROOKLYN, NY 11211-7578

**GRANTEE/BUYER:**

NYS DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION  
625 BROADWAY  
ALBANY, NY 12233

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 82.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 100.00

**NYC Real Property Transfer Tax:**

\$ 0.00

**NYS Real Estate Transfer Tax:**

\$ 0.00

**RECORDED OR FILED IN THE OFFICE**

**OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 12-02-2024 15:30

City Register File No.(CRFN):

2024000314581



*Collette McChia-Jacques*

City Register Official Signature

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36

OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

③ Delivered 11/7/2024

THIS INDENTURE made this 12th day of September, 2024 between Owner, Wallabout 295 Group LLC, having an office at 183 Wilson Street, Unit 488, Brooklyn, County of Kings, 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 295-297 Wallabout Street in the City of New York, County of Kings and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 2250 Lot 45 (f/k/a p/o Lot 41), being the same as that property conveyed to Grantor by deed dated September 20, 2021 and recorded in the City Register of the City of New York on October 15, 2021, as City Register File No. 2021000406494. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.1446 +/- acres, and is hereinafter more fully described in the Land Title Survey dated November 8, 2023 prepared by Tomasz Suwala, 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 Brownfield Cleanup Agreement Index Number: C224299-01-20 and applicable amendments, 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 New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

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

(7) All future activities on the property that will disturb remaining

contaminated material must be conducted in accordance with the SMP;

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

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

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

B. The Controlled Property shall not be used for Residential 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 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: C224299  
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.

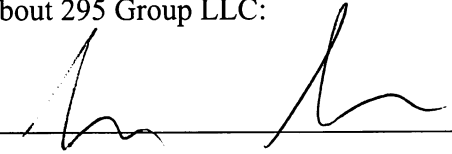
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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.

Wallabout 295 Group LLC:

By: 

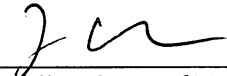
Print Name: Jacob Landau

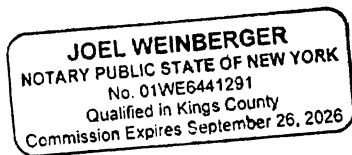
Title: Authorized Person and Sole Member Date: 7/30/24

**Grantor's Acknowledgment**

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


On the 30 day of July, in the year 20 24, before me, the undersigned, personally appeared Jacob Landau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public - State of New York





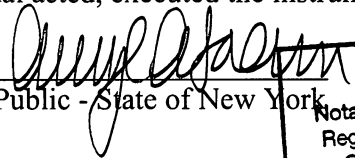
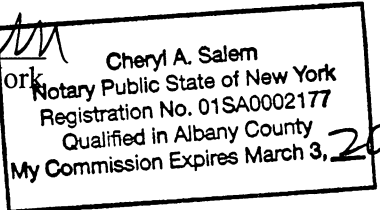
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

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

**Grantee's Acknowledgment**

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

On the 12th day of September 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.

  
Notary Public - State of New York  


**SCHEDULE "A" PROPERTY DESCRIPTION**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN THE BOROUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE NORTHERLY SIDE OF WALLABOUT STREET DISTANT 287 FEET WESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF WALLABOUT STREET AND THE WESTERLY SIDE OF THROOP AVENUE;

**RUNNING THENCE** NORTHERLY AND PARALLEL WITH THE WESTERLY SIDE OF THROOP AVENUE, 100 FEET;

**THENCE** WESTERLY AND PARALLEL WITH THE NORTHERLY SIDE OF WALLABOUT STREET, 63 FEET;

**THENCE** SOUTHERLY AND PARALLEL WITH THE WESTERLY SIDE OF THROOP AVENUE, 100 FEET TO THE NORTHERLY SIDE OF WALLABOUT STREET;

**THENCE** EASTERLY ALONG THE NORTHERLY SIDE OF WALLABOUT STREET, 63 FEET TO THE POINT OR PLACE OF **BEGINNING**.

# REAL PROPERTY TRANSFER TAX RETURN

(Pursuant to Title 11, Chapter 21, NYC Administrative Code)

▲ DO NOT WRITE IN THIS SPACE ▲  
 FOR OFFICE USE ONLY

<b>GRANTOR</b>		SOCIAL SECURITY NUMBER										
● Name <b>WALLABOUT 295 GROUP LLC</b>		<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>										
● Grantor is a(n): <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation (check one) <input checked="" type="checkbox"/> single member LLC <input type="checkbox"/> multiple member LLC (see instructions) <input type="checkbox"/> other _____		OR										
● Permanent mailing address after transfer (number and street) <b>183 WILSON ST UNIT 488</b>		EMPLOYER IDENTIFICATION NUMBER										
● City and State <b>BROOKLYN, NY</b>		<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width: 25%;">8</td> <td style="width: 25%;">7</td> <td style="width: 25%;">2</td> <td style="width: 25%;">6</td> <td style="width: 25%;">3</td> <td style="width: 25%;">9</td> <td style="width: 25%;">8</td> <td style="width: 25%;">7</td> <td style="width: 25%;">9</td> </tr> </table>		8	7	2	6	3	9	8	7	9
8	7	2	6	3	9	8	7	9				
● Single member's name if grantor is a single member LLC <b>JACOB LANDAU</b>		SINGLE MEMBER EIN OR SSN										
Zip Code <b>11211-7578</b>		<table border="1" style="width:100%; height: 20px;"> <tr> <td style="text-align: center;"><b>093-76-4732</b></td> </tr> </table>		<b>093-76-4732</b>								
<b>093-76-4732</b>												

<b>GRANTEE</b>		SOCIAL SECURITY NUMBER										
● Name <b>NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION</b>		<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>										
● Grantee is a(n): <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation (check one) <input type="checkbox"/> single member LLC <input type="checkbox"/> multiple member LLC (see instructions) <input checked="" type="checkbox"/> other <b>GRANTEE</b>		OR										
● Permanent mailing address after transfer (number and street) <b>625 BROADWAY</b>		EMPLOYER IDENTIFICATION NUMBER										
● City and State <b>ALBANY, NY</b>		<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width: 25%;">1</td> <td style="width: 25%;">4</td> <td style="width: 25%;">6</td> <td style="width: 25%;">0</td> <td style="width: 25%;">1</td> <td style="width: 25%;">3</td> <td style="width: 25%;">2</td> <td style="width: 25%;">0</td> <td style="width: 25%;">0</td> </tr> </table>		1	4	6	0	1	3	2	0	0
1	4	6	0	1	3	2	0	0				
● Single member's name if grantee is a single member LLC		SINGLE MEMBER EIN OR SSN										
Zip Code <b>12233</b>		<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width: 100%;"></td> </tr> </table>										

PROPERTY LOCATION							
LIST EACH LOT SEPARATELY. ATTACH A RIDER IF ADDITIONAL SPACE IS REQUIRED							
● Address (number and street)	Apt. No.	Borough	Block	Lot	# of Floors	Square Feet	● Assessed Value of Property
295-297 WALLABOUT STREET		BROOKLYN	2250	45	7	30,676	853,380.00
● DATE OF TRANSFER TO GRANTEE: <u>11/7/2024</u> <span style="float: right;">● PERCENTAGE OF INTEREST TRANSFERRED: <u>100</u> %</span>							

**CONDITION OF TRANSFER. See Instructions**

● Check (✓) all of the conditions that apply and fill out the appropriate schedules of this return. Additionally, Schedules 1 and 2 must be completed for all transfers.

<ul style="list-style-type: none"> <li>a. <input type="checkbox"/> .....Arms length transfer</li> <li>b. <input type="checkbox"/> .....Transfer in exercise of option to purchase</li> <li>c. <input type="checkbox"/> .....Transfer from cooperative sponsor to cooperative corporation</li> <li>d. <input type="checkbox"/> .....Transfer by referee or receiver (complete Schedule A)</li> <li>e. <input type="checkbox"/> .....Transfer pursuant to marital settlement agreement or divorce decree (complete Schedule I)</li> <li>f. <input type="checkbox"/> .....Deed in lieu of foreclosure (complete Schedule C)</li> <li>g. <input type="checkbox"/> .....Transfer pursuant to liquidation of an entity (complete Schedule D)</li> <li>h. <input type="checkbox"/> .....Transfer from principal to agent, dummy, strawman or conduit or vice-versa (complete Schedule E)</li> <li>i. <input type="checkbox"/> .....Transfer pursuant to trust agreement or will (attach a copy of trust agreement or will)</li> <li>j. <input type="checkbox"/> .....Gift transfer not subject to indebtedness</li> <li>k. <input type="checkbox"/> .....Gift transfer subject to indebtedness</li> <li>l. <input type="checkbox"/> .....Transfer to a business entity in exchange for an interest in the business entity (complete Schedule F)</li> <li>m. <input type="checkbox"/> .....Transfer to a governmental body</li> <li>n. <input type="checkbox"/> .....Correction deed</li> </ul>	<ul style="list-style-type: none"> <li>o. <input type="checkbox"/> .....Transfer by or to a tax exempt organization (complete Schedule G)</li> <li>p. <input type="checkbox"/> .....Transfer of property partly within and partly without NYC</li> <li>q. <input type="checkbox"/> .....Transfer of successful bid pursuant to foreclosure</li> <li>r. <input type="checkbox"/> .....Transfer by borrower solely as security for a debt or a transfer by lender solely to return such security</li> <li>s. <input type="checkbox"/> .....Transfer wholly or partly exempt as a mere change of identity or form of ownership. Complete Schedule M)</li> <li>t. <input type="checkbox"/> .....Transfer to a REIT or to a corporation or partnership controlled by a REIT. (Complete Schedule R)</li> <li>u. <input type="checkbox"/> .....Other transfer in connection with financing (describe): _____</li> <li>v. <input type="checkbox"/> .....A grant or assignment of a leasehold interest in a tax-free NY area</li> <li>w. <input type="checkbox"/> .....Transfer to an HDFC or an entity controlled by an HDFC. (Complete Schedule L)</li> <li>x. ....Reserved</li> <li>y. ....Reserved</li> <li>z. <input checked="" type="checkbox"/> .....Other (describe) <b>EASEMENT</b></li> </ul>
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● TYPE OF PROPERTY (✓)	● TYPE OF INTEREST (✓)																				
<ul style="list-style-type: none"> <li>a. <input type="checkbox"/> ..... 1-3 family house</li> <li>b. <input type="checkbox"/> ..... Individual residential condominium unit</li> <li>c. <input type="checkbox"/> ..... Individual cooperative apartment</li> <li>d. <input type="checkbox"/> ..... Commercial condominium unit</li> <li>e. <input type="checkbox"/> ..... Commercial cooperative</li> <li>f. <input type="checkbox"/> ..... 4 family dwelling</li> <li>g. <input checked="" type="checkbox"/> ..... Apartment building</li> <li>h. <input type="checkbox"/> ..... Office building</li> <li>i. <input type="checkbox"/> ..... Industrial building</li> <li>j. <input type="checkbox"/> ..... Utility</li> <li>k. <input type="checkbox"/> ..... OTHER (describe): _____</li> </ul>	<p>Check box at LEFT if you intend to record a document related to this transfer. Check box at RIGHT if you do not intend to record a document related to this transfer.</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%; text-align: left;">REC.</th> <th style="width:50%; text-align: right;">NON REC.</th> </tr> </thead> <tbody> <tr> <td>a. <input type="checkbox"/> ..... Fee.....</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>b. <input type="checkbox"/> ..... Leasehold Grant .....</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>c. <input type="checkbox"/> ..... Leasehold Assignment or Surrender .....</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>d. <input type="checkbox"/> ..... Easement .....</td> <td style="text-align: right;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>e. <input type="checkbox"/> ..... Subterranean Rights .....</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>f. <input type="checkbox"/> ..... Development Rights .....</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>g. <input type="checkbox"/> ..... Stock .....</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>h. <input type="checkbox"/> ..... Partnership Interest .....</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>i. <input type="checkbox"/> ..... OTHER. (describe): .....</td> <td style="text-align: right;"><input checked="" type="checkbox"/></td> </tr> </tbody> </table> <p style="text-align: center;">EASEMENT _____</p>	REC.	NON REC.	a. <input type="checkbox"/> ..... Fee.....	<input type="checkbox"/>	b. <input type="checkbox"/> ..... Leasehold Grant .....	<input type="checkbox"/>	c. <input type="checkbox"/> ..... Leasehold Assignment or Surrender .....	<input type="checkbox"/>	d. <input type="checkbox"/> ..... Easement .....	<input checked="" type="checkbox"/>	e. <input type="checkbox"/> ..... Subterranean Rights .....	<input type="checkbox"/>	f. <input type="checkbox"/> ..... Development Rights .....	<input type="checkbox"/>	g. <input type="checkbox"/> ..... Stock .....	<input type="checkbox"/>	h. <input type="checkbox"/> ..... Partnership Interest .....	<input type="checkbox"/>	i. <input type="checkbox"/> ..... OTHER. (describe): .....	<input checked="" type="checkbox"/>
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**SCHEDULE 1 - DETAILS OF CONSIDERATION**

COMPLETE THIS SCHEDULE FOR ALL TRANSFERS AFTER COMPLETING THE APPROPRIATE SCHEDULES ON PAGES 5 THROUGH 12. ENTER "ZERO" ON LINE 11 IF THE TRANSFER REPORTED WAS WITHOUT CONSIDERATION.

1. Cash.....	● 1.		0 00
2. Purchase money mortgage.....	● 2.		0 00
3. Unpaid principal of pre-existing mortgage(s).....	● 3.		0 00
4. Accrued interest on pre-existing mortgage(s).....	● 4.		0 00
5. Accrued real estate taxes.....	● 5.		0 00
6. Amounts of other liens on property.....	● 6.		0 00
7. Value of shares of stock or of partnership interest received.....	● 7.		0 00
8. Value of real or personal property received in exchange.....	● 8.		0 00
9. Amount of Real Property Transfer Tax and/or other taxes or expenses of the grantor which are paid by the grantee.....	● 9.		0 00
10. Other (describe): _____	● 10.		0 00
11. <b>TOTAL CONSIDERATION</b> (add lines 1 through 10 - must equal amount entered on line 1 of Schedule 2) (see instructions).....	● 11.	\$	0 00

**See instructions for special rules relating to transfers of cooperative units, liquidations, marital settlements and transfers of property to a business entity in return for an interest in the entity.**

**SCHEDULE 2 - COMPUTATION OF TAX**

A. Payment	Pay amount shown on line 15 - See Instructions		Payment Enclosed
1. Total Consideration (from line 11, above).....	● 1.		0 00
2. Excludable liens (see instructions).....	● 2.		0 00
3. Consideration (line 1 less line 2).....	● 3.		0 00
4. Tax Rate (see instructions).....	● 4.		0 %
5. HDFC Exemption (see Schedule L, line 15) .....	● 5.		0 00
6. Consideration less HDFC Exemption (line 3 less line 5) .....	● 6.		0 00
7. Percentage change in beneficial ownership (see instructions) .....	● 7.		100 %
8. Taxable consideration (multiply line 6 by line 7).....	● 8.		0 00
9. Tax (multiply line 8 by line 4).....	● 9.		0 00
10. Credit (see instructions).....	● 10.		0 00
11. Transfer tax previously paid (see Schedule L, line 18).....	● 11.		0 00
12. Tax due (line 9 less line 10 and 11) (if the result is negative, enter zero).....	● 12.		0 00
13. Interest (see instructions).....	● 13.		0 00
14. Penalty (see instructions).....	● 14.		0 00
15. <b>Total Tax Due</b> (add lines 12, 13 and 14).....	● 15.	\$	0 00

**GRANTOR'S ATTORNEY ▼**

Name of Attorney		Telephone Number ( )	
Address (number and street)		City and State	Zip Code
EMPLOYER IDENTIFICATION NUMBER	-	OR	SOCIAL SECURITY NUMBER

**GRANTEE'S ATTORNEY ▼**

Name of Attorney		Telephone Number ( )	
Address (number and street)		City and State	Zip Code
EMPLOYER IDENTIFICATION NUMBER	-	OR	SOCIAL SECURITY NUMBER

**CERTIFICATION ▼**

I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

**GRANTOR**

Sworn to and subscribed to

before me on this 28 day

of October, 2024

[Signature]  
Signature of Notary

87-2639879  
EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

WALLABOUT 295 GROUP LLC  
Jacob Landau  
Name of Grantor

[Signature]  
Signature of Grantor

**GRANTEE**

Sworn to and subscribed to

before me on this 28 day

of November 2024

[Signature]  
Signature of Notary

14-6013200  
EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
Andrew O. Gugliemi  
Name of Grantee

[Signature]  
Signature of Grantee

director



**JOEL WEINBERGER**  
NOTARY PUBLIC STATE OF NEW YORK  
No. 01500441291  
Qualified in Kings County  
Commission Expires September 26, 2026

**JOEL WEINBERGER**  
NOTARY PUBLIC STATE OF NEW YORK  
No. 01500441291  
Qualified in Kings County  
Commission Expires September 26, 2026



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

OIWE 6441291  
exp 9/26/26  
Kings County NY

**SCHEDULE G - TRANSFER BY OR TO A TAX EXEMPT ORGANIZATION ▼**

**NONPROFIT ORGANIZATIONS PLEASE REFER TO THE INSTRUCTIONS "EXEMPTIONS FROM THE TRANSFER TAX"**

**NOTE** A transfer by or to an eligible tax exempt organization is exempt from the Real Property Transfer Tax. To be eligible, an organization must be operated exclusively for religious, charitable or educational purposes and must provide proof of the organization's tax exempt status. If claiming tax exempt status, please answer questions 1 and 2. Additionally, the organization must provide copies of any letters granting an IRS or New York State sales tax exemption or New York City exemption and ATTACH AN AFFIDAVIT stating whether such an exemption remains in effect.

- 1. Is the grantor or grantee an organization exempt from taxation pursuant to IRS Code Section 501(c)(3)? (✓) .....  YES  NO  
If "yes", attach a copy of the letter from the U. S. Treasury Department granting the exemption.
- 2. Has the grantor or grantee received an exemption from sales tax from the NYS Department of Taxation and Finance? (✓)...  YES  NO  
If "yes", attach a copy of the letter from the NYS Department of Taxation and Finance granting the exemption.

**SCHEDULE H - TRANSFER OF CONTROLLING ECONOMIC INTEREST ▼**

A. Name, address and Employer Identification Number (EIN) of entity with respect to which a controlling economic interest has been transferred:

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

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

EIN 

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**NOTE** If the real property that is the subject of this transfer is owned by an entity other than the entity listed above, check (✓) the box and attach a schedule listing the name, address and Employer Identification Number of the entity.

B. Total percentage of economic interest transferred in this transaction .....	B.	%
C. Total percentage of economic interest transferred by this grantor(s) or others in related transfers or pursuant to plan (including this transaction) .....	C.	%
D. Total percentage of economic interest transferred by this grantor(s) or others within the preceding three years (including this transaction) .....	D.	%
E. Total percentage of economic interest acquired by this grantee(s) or others in related transfers or pursuant to plan (including this transaction) .....	E.	%
F. Total percentage of economic interest acquired by this grantee(s) or others within the preceding three years (including this transaction) .....	F.	%

**NOTE** If any of the above percentages is 50% or more, complete lines 1 and 2 below and Schedules 1 and 2. Attach a rider explaining apportionment of consideration.

**COMPUTATION OF CONSIDERATION**

1. Total consideration for this transfer .....	1.	
2. Amount apportioned to item of NYC real property or interest therein (see instructions) .....	2.	



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax for the Conveyance of Real Property Located in New York City

See Form TP-584-NYC-1, Instructions for Form TP-584-NYC, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number (SSN).

Location and description of property conveyed

Table with columns: Tax map designation - Section, block & lot; SWIS code (six digits); Street address; City, town, or village; County.

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

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and Date of conveyance (11/7/2024).

Condition of conveyance (mark all that apply)

Form with checkboxes for conveyance conditions (a. Conveyance of fee interest, b. Acquisition of a controlling interest, etc.).

Form for recording officer's use, including Amount received (Schedule B, Part 1, 2, 3), Date received, and Transaction number.

**Schedule B – Real estate transfer tax return (Tax Law, Article 31)**

**Part 1 – Computation of tax due (in addition to the tax on line 4, you must compute the tax on lines 5a and 5b, if applicable)**

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark the exemption claimed box, enter consideration and proceed to Part 4) <input checked="" type="checkbox"/> <b>Exemption claimed</b>	1.	0 00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.	0 00
3	Taxable consideration (subtract line 2 from line 1)	3.	0 00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0 00
5a	Tax: \$1.25 for each \$500, or fractional part thereof, of consideration for the conveyance of residential real property located in New York City if the amount on line 3 is \$3 million or more (see instructions)	5a.	0 00
5b	Tax: \$1.25 for each \$500, or fractional part thereof, of consideration for the conveyance of property located in New York City other than residential real property, if the amount on line 1 is \$2 million or more (see instructions)	5b.	0 00
6	Total before credit(s) claimed (add lines 4, 5a, and 5b)	6.	0 00
7	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	7.	0 00
8	Total tax due* (subtract line 7 from line 6)	8.	0 00

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more (see instructions)**

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.	0 00
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.	0 00
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.	0 00

**Part 3 – Computation of supplemental tax due on the conveyance of residential real property, or interest therein, located in New York City, for \$2 million or more (see instructions)**

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.	
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.	
3	Total supplemental transfer tax due* (multiply line 2 by tax rate, see instruction for rates)	3.	00

\* The total tax (from Part 1, line 8; Part 2, line 3; and Part 3, line 3 above) is due within 15 days from the date of conveyance.

**Part 4 – Explanation of exemption claimed on Part 1, line 1 (mark any boxes that apply)**

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

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- 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



**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: (mark an X in the appropriate box)

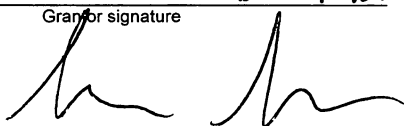
1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a  The transfer of real 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 \$3,000,000 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.

**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.

- 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 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.

<p>Jacob Landau</p> <p>Grantor signature</p>	<p>Sole Member</p> <p>Title</p>	<p>Andrew Gugliemi</p> <p>Grantee signature</p>	<p>Director of Remediation</p> <p>Title</p>
 <p>Grantor signature</p>	<p>Andrew D. Gugliemi</p> <p>Title</p>	<p>Andrew D. Gugliemi</p> <p>Grantee signature</p>	<p>Andrew D. Gugliemi</p> <p>Title</p>

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

**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	<i>Andrew English</i> _____ Grantee signature	<i>Director of</i> _____ Title <i>Remediation</i>
<i>[Signature]</i> _____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

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

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

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark the second box under Exemptions for nonresident transferor(s)/seller(s), and sign at bottom.

**Part 1 – New York State residents**

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

**Certification of resident 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, § 663(a) upon the sale or transfer of this real property or cooperative unit.

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

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

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

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

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

**Exemption for nonresident 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, § 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	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

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**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

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**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 \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- 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	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Duplicate  
Original

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVAT

**THIS INDENTURE** made this 12th day of September, 2024 between Owner, Wallabout 295 Group LLC, having an office at 183 Wilson Street, Unit 488, Brooklyn, County of Kings, 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 295-297 Wallabout Street in the City of New York, County of Kings and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 2250 Lot 45 (f/k/a p/o Lot 41), being the same as that property conveyed to Grantor by deed dated September 20, 2021 and recorded in the City Register of the City of New York on October 15, 2021, as City Register File No. 2021000406494. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.1446 +/- acres, and is hereinafter more fully described in the Land Title Survey dated November 8, 2023 prepared by Tomasz Suwala, 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 Brownfield Cleanup Agreement Index Number: C224299-01-20 and applicable amendments, 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 New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

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

(7) All future activities on the property that will disturb remaining

contaminated material must be conducted in accordance with the SMP;

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

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

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

B. The Controlled Property shall not be used for Residential 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 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: C224299  
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.

Wallabout 295 Group LLC:  
By: 

Print Name: Jacob Landau

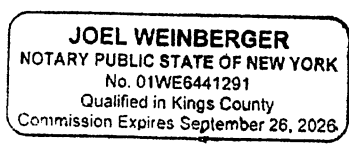
Title: Authorized Person and Sole Member Date: 7/30/24

**Grantor's Acknowledgment**

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

On the 30 day of July, in the year 20   , before me, the undersigned, personally appeared Jacob Landau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public - State of New York



**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 12<sup>th</sup> day of September, 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**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN THE BOROUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE NORTHERLY SIDE OF WALLABOUT STREET DISTANT 287 FEET WESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF WALLABOUT STREET AND THE WESTERLY SIDE OF THROOP AVENUE;

**RUNNING THENCE** NORTHERLY AND PARALLEL WITH THE WESTERLY SIDE OF THROOP AVENUE, 100 FEET;

**THENCE** WESTERLY AND PARALLEL WITH THE NORTHERLY SIDE OF WALLABOUT STREET, 63 FEET;

**THENCE** SOUTHERLY AND PARALLEL WITH THE WESTERLY SIDE OF THROOP AVENUE, 100 FEET TO THE NORTHERLY SIDE OF WALLABOUT STREET;

**THENCE** EASTERLY ALONG THE NORTHERLY SIDE OF WALLABOUT STREET, 63 FEET TO THE POINT OR PLACE OF **BEGINNING**.