

# SIVE | PAGET | RIESEL

**DANIEL GOLDBERG-GRADESS**  
DIRECT DIAL: 646.378.7266  
DGOLDBERG-GRADESS@SPRLAW.COM

March 7, 2024

## **VIA FED EX AND FTS**

Environmental Easement Attorney  
Bureau of Remediation  
Office of General Counsel, 14<sup>th</sup> Floor  
New York State Dept. of Environmental Conservation  
625 Broadway  
Albany, NY 12233-1500

Re: Brownfield Cleanup Program  
1885 Atlantic Avenue, Brooklyn 11233  
Block 1714, Lot 30  
DEC Site No.: C224347  
Proofs of Recording and Mailing of Municipal Notice of  
Environmental Easement

Dear Sir or Madam,

Enclosed please find the following documents that are being submitted to the Department as proofs that the environmental easement for the above-referenced BCP Site has been recorded in the New York City Register and that the Municipal Notice of Environmental Easement has been mailed to the affected local government:

- 1) Environmental Easement for 1885 Atlantic Avenue, Brooklyn, Block 1714, Lot 30, dated February 20, 2024, and recorded in the Office of the City Register of the City of New York ("City Register") on March 6, 2024, as City Register File Number ("CRFN") 2024000057343;
- 2) Copy of the Municipal Notice of Environmental Easement that was sent via United States Postal Service ("USPS") certified mail, return receipt requested, to New York City Mayor Eric Adams on March 7, 2024;
- 3) Scanned copy of the USPS certified mailing slip for the Municipal Notice of Environmental Easement sent to Mayor Adams.

March 7, 2024

Page 2 of 2

Electronic (PDF) copies of the enclosed documents have also been uploaded to the Department's File Transfer Service ("FTS") portal and were directed to Ms. Cheryl Salem of the Office of General Counsel ("OGC").

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Goldberg-Gradess', with a long horizontal line extending to the right.

Daniel Goldberg-Gradess  
*Attorney for Applicant*

**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.



2024030501085001001E5D49

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 10**

**Document ID: 2024030501085001**

Document Date: 02-20-2024

Preparation Date: 03-05-2024

Document Type: EASEMENT

Document Page Count: 9

**PRESENTER:**

SIVE PAGET & RIESEL, P.C.  
560 LEXINGTON AVENUE, 15TH FLOOR  
NEW YORK, NY 10022  
212-421-2150  
NDUNCAN@SPRLAW.COM

**RETURN TO:**

SIVE PAGET & RIESEL, P.C.  
560 LEXINGTON AVENUE, 15TH FLOOR  
NEW YORK, NY 10022  
212-421-2150  
NDUNCAN@SPRLAW.COM

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BROOKLYN	1714	30	Entire Lot	1885 ATLANTIC AVENUE
<b>Property Type:</b> RESIDENTIAL VACANT LAND Easement				

**CROSS REFERENCE DATA**

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

**PARTIES**

**GRANTOR/SELLER:**

1885 ATLANTIC REALTY LLC  
40 OSER AVE., SUITE 4  
HAUPPAUGE, NY 11788

**GRANTEE/BUYER:**

PEOPLE OF NEW YORK BY DEPT. ENVIRONMENTAL  
CONSERVA  
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 03-06-2024 12:09

City Register File No.(CRFN):

**2024000057343**



*Colette McChia-Jacques*

**City Register Official Signature**

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

**THIS INDENTURE** made this 20th day of February, 2024, between Owner, 1885 Atlantic Realty LLC, having an office at 40 Oser Avenue, Suite 4, Hauppauge, New York 11788 (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 1885 Atlantic Avenue 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 1714 Lot 30, being the same as that property conveyed to Grantor by deed dated March 16, 2022 and recorded in the City Register of the City of New York as CRFN #2022000136883. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately .249 +/- acres, and is hereinafter more fully described in the Land Title Survey dated December 22, 2021, updated April 12, 2023, and revised May 9, 2023 prepared by Ramzan Alli, 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: C224347-02-22, 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 ensure 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 raising livestock or producing animal products for human consumption, 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 ensure 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



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.

1885 Atlantic Realty LLC:

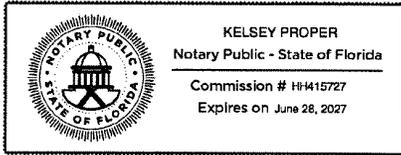
By: Jacob Kohn

Print Name: Jacob Kohn

Title: Authorized Signer Date: 02/14/2024

**Grantor's Acknowledgment**

Florida ~~NY~~  
STATE OF ~~NEW YORK~~ )  
 ) SS:  
COUNTY OF Broward )



On the 14th day of February, in the year 20 24, before me, the undersigned, personally appeared Jacob Kohn, 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.

Kelsey Proper [Signature]  
Notary Public - State of ~~New York~~ Florida

Notarized remotely online using communication technology via Proof.  
Driver's License used for ID.



**SCHEDULE "A" PROPERTY DESCRIPTION**

**LEGAL DESCRIPTION**  
**DEED AND ENVIRONMENTAL EASEMENT**

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Westerly side of Ralph Avenue with the Northerly side of Atlantic Avenue;

RUNNING thence Westerly along the Northerly side of Atlantic Avenue, a distance of 116 feet 0 inches;

THENCE Northerly parallel with Ralph Avenue, a distance of 98 feet 7 inches;

THENCE Easterly parallel with Atlantic Avenue, a distance of 29 feet 0 inches;

THENCE Southerly parallel with Ralph Avenue, a distance of 7 feet 0 inches;

THENCE Easterly parallel with Atlantic Avenue, a distance of 87 feet 0 inches to the Westerly side of Ralph Avenue;

THENCE Southerly along the Westerly side of Ralph Avenue, a distance of 91 feet 7 inches to the Northerly side of Atlantic Avenue at the point or place of BEGINNING;

The above described property having an area of 10,826 Square Feet or 0.2485 Acre more or less.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <b>X</b> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>																
<p>1. Article Addressed to:</p> <p><i>Mayor Eric Adams 25.10 Broadway City Hall New York NY 10007</i></p>  <p>9590 9402 5815 0034 5777 35</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>2. Article Number (Transfer from service label)</p> <p>7020 1810 0001 6599 2447</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
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<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>																

<p>USPS TRACKING#</p> 		<p>First-Class Mail Postage &amp; Fees Paid USPS Permit No. G-10</p>
<p>9590 9402 5815 0034 5777 35</p>		
<p>United States Postal Service</p>	<p>* Sender: Please print your name, address, and ZIP+4® in this box*</p> <p><i>Daniel Goldberg-Grades</i> Sive, Paget &amp; Riesel, P.C. 560 Lexington Avenue 15th Floor New York, NY 10022</p>	

# SIVE | PAGET | RIESEL

**DANIEL GOLDBERG-GRADESS**  
DIRECT DIAL: 646.378.7266  
DGOLDBERG-GRADESS@SPRLAW.COM

March 7, 2024

## **VIA CERTIFIED MAIL**

Mayor Eric Adams  
250 Broadway  
City Hall  
New York, NY 10007

Re: Notice of Environmental Easement:  
1885 Atlantic Avenue, Brooklyn,  
Block 1714, Lot 30  
DEC Site No. C224347

Dear Mayor Eric Adams,

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation (“Department”) on February 20, 2024, by 1885 Atlantic Realty LLC (“Grantor”) for property located at 1885 Atlantic Avenue, Brooklyn, Block 1714, Lot 30, known as DEC Site No. C224347.

This Environmental Easement restricts future use of the above referenced property to restricted residential use. Any on-site activity must be done in accordance with the Environmental Easement and Site Management Plan, which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use. Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the Department is granted an Environmental Easement, it shall provide each affected local government with a copy of such Easement and shall also provide a copy of any documents modifying or terminating such Environmental Easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an Environmental Easement and that may relate to or impact such Easement, the affected local government shall notify the Department and refer such application to the Department. The Department shall evaluate whether the application is consistent with the Environmental Easement, and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government’s review of the application. The affected local

Mayor Eric Adams

March 7, 2024

Page 2 of 2

government shall not approve the application until it receives formal approval from the Department.

An electronic version of every Environmental Easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your Building and/or Planning Departments, as applicable, to ensure your compliance with the provisions of the New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Best regards,

A handwritten signature in black ink, appearing to read 'D. Goldberg-Gradess', with a long horizontal line extending to the right.

Daniel Goldberg-Gradess

Enclosure