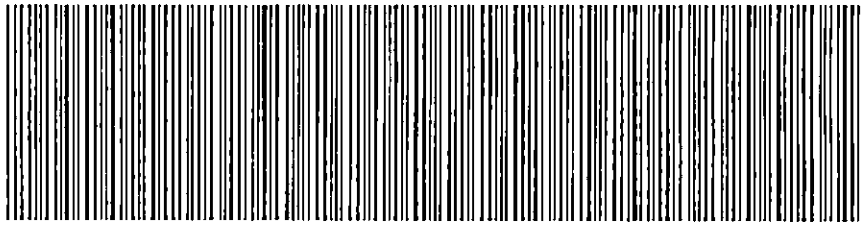


NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 14

Document ID: 2024121600204001

Document Date: 12-09-2024

Preparation Date: 12-16-2024

Document Type: EASEMENT

Document Page Count: 12

PRESENTER:

LANDMARK ABSTRACT AGENCY LLC
207 ROCKAWAY TURNPIKE
LAWRENCE, NY 11559
CTSY Bedford

RETURN TO:

LANDMARK ABSTRACT AGENCY LLC
207 ROCKAWAY TURNPIKE
LAWRENCE, NY 11559
CTSY Bedford

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	5133	14	Entire Lot	2359 BEDFORD AVENUE

Property Type: OTHER Easement

Borough	Block	Lot	Unit	Address
BROOKLYN	5133	44	Entire Lot	N/A BEVERLY ROAD

Property Type: OTHER Easement

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

BEDFORD BEVERLY 2360 LLC
4611 12TH AVENUE STE 1L
BROOKLYN, NY 11219

GRANTEE/BUYER:

N.Y.S. DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
625 BROADWAY
ALBANY, NY 12233

☒ Additional Parties Listed on Continuation Page

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: \$ 103.00

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 12-20-2024 15:16

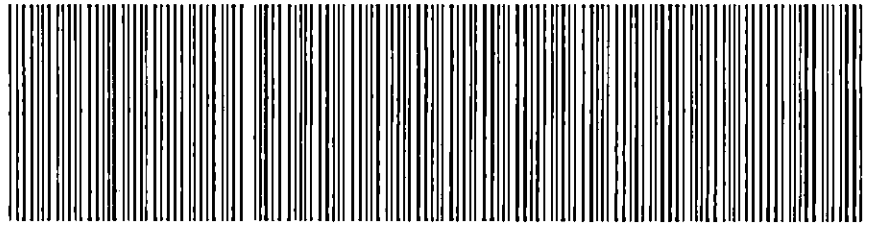
City Register File No.(CRFN):
2024000331333



Collette McLean-Jacques

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024121600204001001CF7CF

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 14

Document ID: 2024121600204001

Document Date: 12-09-2024

Preparation Date: 12-16-2024

Document Type: EASEMENT

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	5133 46 Entire Lot		N/A BEDFORD AVENUE
Property Type: OTHER Easement			

PARTIES

GRANTOR/SELLER:
BEDFORD BEVERLY A LLC
4611 12TH AVENUE STE 1L
BROOKLYN, NY 11219

GRANTOR/SELLER:
BEDFORD BEVERLY B LLC
4611 12TH AVENUE STE 1L
BROOKLYN, NY 11219

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

THIS INDENTURE made this 9th day of December, 2024 between Owners, Bedford Beverly 2360 LLC, Bedford Beverly A LLC, and Bedford Beverly B LLC, all having an office at 4611 12th Avenue, Suite 1L, 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 addresses of 2323 Beverly Road, 2201 Beverly Road, and 2366 Bedford 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 & Lot	Address	Owner	Deed Date	CRFN
5133-14	2323 Beverly Rd.	Bedford Beverly 2360 LLC	11/28/23	2023000317922
5133-44	2201 Beverly Rd.	Bedford Beverly A LLC	3/20/24	2024000076960
5133-46	2366 Bedford Ave.	Bedford Beverly B LLC	3/5/24	2024000064115

		LLC		
--	--	-----	--	--

The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.87 +/- acres (1.59ac Track 4; 0.28ac Conditional Track 1), and is hereinafter more fully described in the Land Title Surveys dated April 22, 2024, prepared by Arkadiusz Jusiega, 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: C224384-03-23, and all accompanying 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: C224384
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.

Bedford Beverly 2360 LLC:

By: _____

Print Name: _____

Title: _____

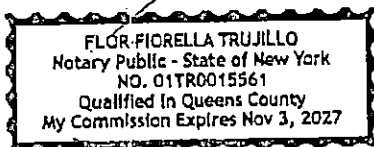
JACOB BISSIMORE
C.O.O. Date: 10/31/24

Grantor's Acknowledgment

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

On the 31 day of October, in the year 2024, before me, the undersigned, personally appeared Jacob Bissimore, 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



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

Bedford Beverly A LLC:

By: _____

Print Name: _____

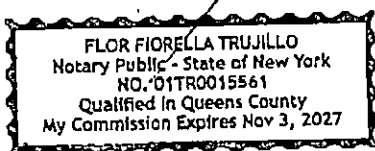
Title: C.O.O. Date: 10/31/24

Grantor's Acknowledgment

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

On the 31 day of October, in the year 2024, before me, the undersigned, personally appeared Jacob Bistricher, 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



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

Bedford Beverly B LLC:

By: _____

Print Name: _____

Title: _____

Date: _____

Grantor's Acknowledgment

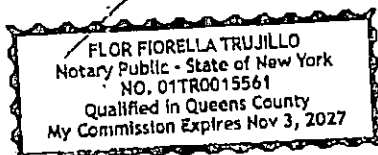
STATE OF NEW YORK)

) ss:

COUNTY OF _____)

On the 21 day of October, in the year 2024, before me, the undersigned, personally appeared Robert Bistrian, 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
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 24th day of December 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

Track 4 Easement Description

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, being more particularly bounded and described as follows;
BEGINNING at the corner formed by the intersection of the northerly side of Beverly Road and the westerly side of Bedford Avenue;
RUNNING THENCE westerly along the northerly side of Beverly Road 279 feet 1 1/2 inches;
THENCE northerly along a line forming an interior angle of 102 degrees 22 minutes 03 seconds with the last-mentioned course, 222 feet and 5 inches;
THENCE easterly along a line forming an interior angle of 96 degrees 51 minutes 58 seconds with the last-mentioned course, 249 feet and 5 3/4 inches to the westerly side of Bedford Avenue; and
THENCE southerly along the westerly side of Bedford Avenue, 313 feet and 0 1/4 inches to the point or place of BEGINNING.
ENVIRONMENTAL EASEMENT AREA = 69335.45 sq.ft.= 1.59 acres.

Conditional Track 1 Easement Description

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, being more particularly bounded and described as follows;
BEGINNING at the corner formed by the intersection of the northerly side of Beverly Road and the easterly side of East 22nd Street;
RUNNING THENCE northerly along the easterly side of East 22nd Street, 92 feet;
THENCE easterly along a line at the right angles with the easterly side of East 22nd Street, 134 feet;
THENCE southerly along a line at the right angles with the last-mentioned course, 92 feet to the northerly side of Beverly Road; and
THENCE westerly along the northerly side of Beverly Road, 134 feet to the point or place of BEGINNING.

ENVIRONMENTAL EASEMENT AREA = 12328.00 sq.ft.= 0.28 acres

Deed Descriptions (Lot 44, 14)

Block 5133 Lot 46

ALL that certain plot, piece, or parcel of land, situate, lying and being in the Borough of Brooklyn and Kings County, City and State of New York, bounded and described as follows:
BEGINNING at a point on the westerly side of Bedford Avenue (80 feet wide), distant 276.52 feet northerly from the corner formed by the intersection of said westerly side of Bedford Avenue with the northerly side of Beverly Road (80 feet wide);
RUNNING THENCE westerly, forming an angle of 90°00'00" on its northerly side with the previous course, a distance of 211.59 feet to a point;
THENCE northerly, forming an interior angle of 121°51'26" with the previous course, a distance of 28.23 feet to a point;
THENCE westerly, forming an interior angle of 219°33'05" with the previous course, a distance of 55.81 feet to a point;
THENCE northerly, forming an interior angle of 91°39'06" with the previous course, a distance of 125.56 feet to a point;
THENCE westerly, forming an interior angle of 268°19'42" with the previous course, a distance of 100.04 feet to a point;
THENCE northerly, forming an interior angle of 91°40'18" with the previous course, a distance of 125.51 feet to a point;
THENCE easterly, parallel with Tilden Avenue, forming an interior angle of 88°19'42" with the previous course, a distance of 317.65 feet to a point on said westerly side of Bedford Avenue;

THENCE southerly, along said westerly side of Bedford Avenue, forming an interior angle of $108^{\circ}36'43''$ with the previous course, a distance of 212.50 feet to the point or place of BEGINNING.
CONTAINING WITHIN SAID BOUNDS 1.68634 ACRE OR 73,457.69 SQUARE FEET

Block 5133 Lot 44

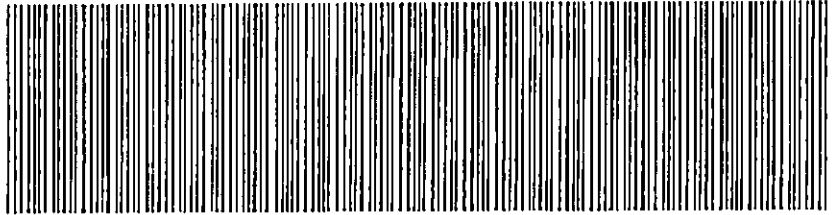
ALL that certain plot, piece, or parcel of land, situate, lying and being in the Borough of Brooklyn and Kings County, City and State of New York, bounded and described as follows:
BEGINNING at the intersection of the northerly side of Beverly Road (80 feet wide) with the easterly side of East 22nd Street (60 feet wide);
RUNNING THENCE northerly, along said easterly side of East 22nd Street, a distance of 225.96 feet to a point;
THENCE easterly, forming an interior angle of $88^{\circ}20'57''$ with the previous course, a distance of 155.85 feet to a point;
THENCE southerly, forming an interior angle of $140^{\circ}26'55''$ with the previous course, a distance of 28.23 feet to a point;
THENCE southerly, forming an interior angle of $148^{\circ}08'34''$ with the previous course, a distance of 87.48 feet to a point;
THENCE westerly, forming an interior angle of $90^{\circ}00'00''$ with the previous course, a distance of 18.15 feet to a point;
THENCE southerly, forming an interior angle of $270^{\circ}00'00''$ with the previous course, a distance of 119.06 feet to a point on said northerly side of Beverly Road;
THENCE westerly, along said northerly side of Beverly Road, forming an interior angle of $73^{\circ}03'34''$ with the previous course, a distance of 219.84 feet to the point or place of BEGINNING.
CONTAINING WITHIN SAID BOUNDS 0.9967 ACRE OR 43,413.10 SQUARE FEET

Block 5133 Lot 14

ALL that certain plot, piece, or parcel of land, situate, lying and being in the Borough of Brooklyn and Kings County, City and State of New York, bounded and described as follows:
BEGINNING at the intersection of the northerly side of Beverly Road (80 feet wide) with the westerly side of Bedford Avenue (80 feet wide);
RUNNING THENCE westerly, along said northerly side of Beverly Road, a distance of 240.16 feet to a point;
THENCE northerly, forming an interior angle of $106^{\circ}56'26''$ with the previous course, a distance of 119.06 feet to a point;
THENCE easterly, forming an interior angle of $90^{\circ}00'00''$ with the previous course, a distance of 18.15 feet to a point;
THENCE northerly, forming an interior angle of $270^{\circ}00'00''$ with the previous course, a distance of 87.48 feet to a point;
THENCE easterly, forming an interior angle of $90^{\circ}00'00''$ with the previous course, a distance of 211.59 feet to a point on said westerly side of Bedford Avenue;
THENCE southerly, along said westerly side of Bedford Avenue, forming an interior angle of $90^{\circ}00'00''$ with the previous course, a distance of 276.52 feet to the point or place of BEGINNING.
CONTAINING WITHIN SAID BOUNDS 1.2375 ACRE OR 53,905.83 SQUARE FEET

**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.



2024121600204001001EF54F

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 14

Document ID: 2024121600204001

Document Date: 12-09-2024

Preparation Date: 12-16-2024

Document Type: EASEMENT

Document Page Count: 12

PRESENTER:

LANDMARK ABSTRACT AGENCY LLC
207 ROCKAWAY TURNPIKE
LAWRENCE, NY 11559
CTSY Bedford

RETURN TO:

LANDMARK ABSTRACT AGENCY LLC
207 ROCKAWAY TURNPIKE
LAWRENCE, NY 11559
CTSY Bedford

Borough	Block	Lot	Unit	Address
BROOKLYN	5133	14	Entire Lot	2359 BEDFORD AVENUE

Property Type: OTHER Easement

Borough	Block	Lot	Unit	Address
BROOKLYN	5133	44	Entire Lot	N/A BEVERLY ROAD

Property Type: OTHER Easement

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:
BEDFORD BEVERLY 2360 LLC
4611 12TH AVENUE STE 1L
BROOKLYN, NY 11219

GRANTEE/BUYER:
N.Y.S. DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
625 BROADWAY
ALBANY, NY 12233

☒ Additional Parties Listed on Continuation Page

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: \$ 103.00

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

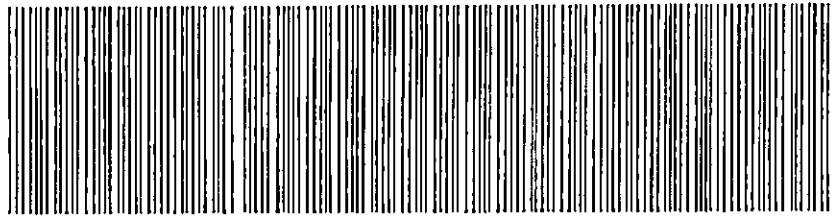
Recorded/Filed 12-20-2024 15:16

City Register File No.(CRFN):
2024000331333

Collette McQuinn-Jacques

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 14

Document ID: 2024121600204001

Document Date: 12-09-2024

Preparation Date: 12-16-2024

Document Type: EASEMENT

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	5133 46 Entire Lot		N/A BEDFORD AVENUE
Property Type: OTHER Easement			

PARTIES

GRANTOR/SELLER:
BEDFORD BEVERLY A LLC
4611 12TH AVENUE STE 1L
BROOKLYN, NY 11219

GRANTOR/SELLER:
BEDFORD BEVERLY B LLC
4611 12TH AVENUE STE 1L
BROOKLYN, NY 11219

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

THIS INDENTURE made this 9th day of December, 2024 between Owners, Bedford Beverly 2360 LLC, Bedford Beverly A LLC, and Bedford Beverly B LLC, all having an office at 4611 12th Avenue, Suite 1L, 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 addresses of 2323 Beverly Road, 2201 Beverly Road, and 2366 Bedford 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 & Lot	Address	Owner	Deed Date	CRFN
5133-14	2323 Beverly Rd.	Bedford Beverly 2360 LLC	11/28/23	2023000317922
5133-44	2201 Beverly Rd.	Bedford Beverly A LLC	3/20/24	2024000076960
5133-46	2366 Bedford Ave.	Bedford Beverly B LLC	3/5/24	2024000064115

		LLC		
--	--	-----	--	--

The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.87 +/- acres (1.59ac Track 4; 0.28ac Conditional Track 1), and is hereinafter more fully described in the Land Title Surveys dated April 22, 2024, prepared by Arkadiusz Jusiega, 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: C224384-03-23, and all accompanying 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: C224384
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.

Bedford Beverly 2360 LLC:

By: _____

Print Name: _____

Title: C.O.O.

Date: 10/31/24

Grantor's Acknowledgment

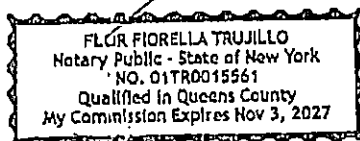
STATE OF NEW YORK)

) ss:

COUNTY OF KINGS)

On the 31 day of October, in the year 2024, before me, the undersigned, personally appeared Jacob M. Miller, 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



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

Bedford Beverly A LLC:

By: _____

Print Name: _____

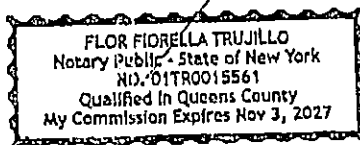
Title: C.O.O. Date: 10/31/24

Grantor's Acknowledgment

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

On the 31 day of October, in the year 2024, before me, the undersigned, personally appeared Jacob Biskin, 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



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

Bedford Beverly B LLC:

By: _____

Print Name: _____

Title: _____

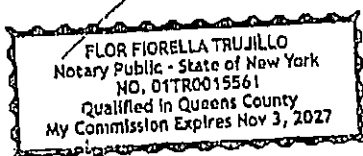
Robert Bestler
C.O.O. Date: 10/31/24

Grantor's Acknowledgment

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

On the 31 day of October, in the year 2024, before me, the undersigned, personally appeared Robert Bestler, 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
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 24th day of December 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

Track 4 Easement Description

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, being more particularly bounded and described as follows;

BEGINNING at the corner formed by the intersection of the northerly side of Beverly Road and the westerly side of Bedford Avenue;

RUNNING THENCE westerly along the northerly side of Beverly Road 279 feet 1 1/2 inches;

THENCE northerly along a line forming an interior angle of 102 degrees 22 minutes 03 seconds with the last-mentioned course, 222 feet and 5 inches;

THENCE easterly along a line forming an interior angle of 96 degrees 51 minutes 58 seconds with the last-mentioned course, 249 feet and 5 3/4 inches to the westerly side of Bedford Avenue; and

THENCE southerly along the westerly side of Bedford Avenue, 313 feet and 0 1/4 inches to the point or place of BEGINNING.

ENVIRONMENTAL EASEMENT AREA = 69335.45 sq.ft. = 1.59 acres.

Conditional Track 1 Easement Description

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, being more particularly bounded and described as follows;

BEGINNING at the corner formed by the intersection of the northerly side of Beverly Road and the easterly side of East 22nd Street;

RUNNING THENCE northerly along the easterly side of East 22nd Street, 92 feet;

THENCE easterly along a line at the right angles with the easterly side of East 22nd Street, 134 feet;

THENCE southerly along a line at the right angles with the last-mentioned course, 92 feet to the northerly side of Beverly Road; and

THENCE westerly along the northerly side of Beverly Road, 134 feet to the point or place of BEGINNING.

ENVIRONMENTAL EASEMENT AREA = 12328.00 sq.ft. = 0.28 acres

Deed Descriptions (Lot 44, 14)

Block 5133 Lot 46

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

BEGINNING at a point on the westerly side of Bedford Avenue (80 feet wide), distant 276.52 feet northerly from the corner formed by the intersection of said westerly side of Bedford Avenue with the northerly side of Beverly Road (80 feet wide);

RUNNING THENCE westerly, forming an angle of 90°00'00" on its northerly side with the previous course, a distance of 211.59 feet to a point;

THENCE northerly, forming an interior angle of 121°51'26" with the previous course, a distance of 28.23 feet to a point;

THENCE westerly, forming an interior angle of 219°33'05" with the previous course, a distance of 55.81 feet to a point;

THENCE northerly, forming an interior angle of 91°39'06" with the previous course, a distance of 125.56 feet to a point;

THENCE westerly, forming an interior angle of 268°19'42" with the previous course, a distance of 100.04 feet to a point;

THENCE northerly, forming an interior angle of 91°40'18" with the previous course, a distance of 125.51 feet to a point;

THENCE easterly, parallel with Tilden Avenue, forming an interior angle of 88°19'42" with the previous course, a distance of 317.65 feet to a point on said westerly side of Bedford Avenue;

THENCE southerly, along said westerly side of Bedford Avenue, forming an interior angle of 108°36'43" with the previous course, a distance of 212.50 feet to the point or place of BEGINNING.
CONTAINING WITHIN SAID BOUNDS 1.68634 ACRE OR 73,457.69 SQUARE FEET

Block 5133 Lot 44

ALL that certain plot, piece, or parcel of land, situate, lying and being in the Borough of Brooklyn and Kings County, City and State of New York, bounded and described as follows:
BEGINNING at the intersection of the northerly side of Beverly Road (80 feet wide) with the easterly side of East 22nd Street (60 feet wide);
RUNNING THENCE northerly, along said easterly side of East 22nd Street, a distance of 225.96 feet to a point;
THENCE easterly, forming an interior angle of 88°20'57" with the previous course, a distance of 155.85 feet to a point;
THENCE southerly, forming an interior angle of 140°26'55" with the previous course, a distance of 28.23 feet to a point;
THENCE southerly, forming an interior angle of 148°08'34" with the previous course, a distance of 87.48 feet to a point;
THENCE westerly, forming an interior angle of 90°00'00" with the previous course, a distance of 18.15 feet to a point;
THENCE southerly, forming an interior angle of 270°00'00" with the previous course, a distance of 119.06 feet to a point on said northerly side of Beverly Road;
THENCE westerly, along said northerly side of Beverly Road, forming an interior angle of 73°03'34" with the previous course, a distance of 219.84 feet to the point or place of BEGINNING.
CONTAINING WITHIN SAID BOUNDS 0.9967 ACRE OR 43,413.10 SQUARE FEET

Block 5133 Lot 14

ALL that certain plot, piece, or parcel of land, situate, lying and being in the Borough of Brooklyn and Kings County, City and State of New York, bounded and described as follows:
BEGINNING at the intersection of the northerly side of Beverly Road (80 feet wide) with the westerly side of Bedford Avenue (80 feet wide);
RUNNING THENCE westerly, along said northerly side of Beverly Road, a distance of 240.16 feet to a point;
THENCE northerly, forming an interior angle of 106°56'26" with the previous course, a distance of 119.06 feet to a point;
THENCE easterly, forming an interior angle of 90°00'00" with the previous course, a distance of 18.15 feet to a point;
THENCE northerly, forming an interior angle of 270°00'00" with the previous course, a distance of 87.48 feet to a point;
THENCE easterly, forming an interior angle of 90°00'00" with the previous course, a distance of 211.59 feet to a point on said westerly side of Bedford Avenue;
THENCE southerly, along said westerly side of Bedford Avenue, forming an interior angle of 90°00'00" with the previous course, a distance of 276.52 feet to the point or place of BEGINNING.
CONTAINING WITHIN SAID BOUNDS 1.2375 ACRE OR 53,905.83 SQUARE FEET

Exhibit “G”



A TRADITION OF LEGAL EXCELLENCE SINCE 1938

Connell Foley LLP
875 Third Avenue
21st Floor
New York, NY 10022
P 212.307.3700 F 212.542.3790

Cristina Diaz Salcedo
Associate
Direct Dial 212.542.3773
CSalcedo@connellfoley.com

December 23, 2024

The City Clerk, Clerk of the Council
Executive Office
141 Worth Street,
New York, NY 10013

**Re: Notice to Municipality of Recorded Environmental Easement
("Environmental Easement")
Site: 2323 Beverly Road, 2201 Beverly Road, and 2366 Bedford Avenue,
Brooklyn, NY 11226**

Dear Sir or Madam:

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department" or "DEC") on December 9, 2024, by Bedford Beverly 2360 LLC, Bedford Beverly A LLC, and Bedford Beverly B LLC for the property at 2323 Beverly Road, 2201 Beverly Road, and 2366 Bedford Avenue, Brooklyn, New York 11226, Block 5133, Lot 14, 44, 46, DEC Site No: C224384.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the 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

Roseland

Jersey City

Newark

New York

Cherry Hill

Philadelphia

www.connellfoley.com

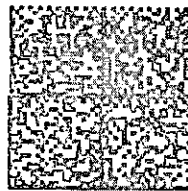
environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

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 these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,

Cristina Diaz Salcedo, Esq.

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FIRST CLASS



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12/23/2024 ZIP 10106
043M30217407

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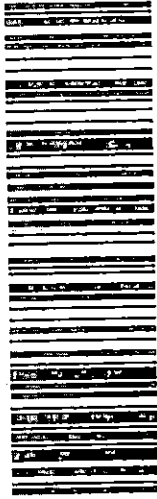
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<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To The City Clerk, Clerk of Council, Executive Office Street and Apt. No., or PO Box No. 141 Worth Street City, State, ZIP+4® New York, New York 10013	

PS Form 3800, January 2023 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
The City Clerk, Clerk of Council
Executive Office
141 Worth Street
New York, New York 10013

2. Article Number (Transfer from service label)
9589 0710 5270 1402 9410 42

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" 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 checked="" 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)	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt