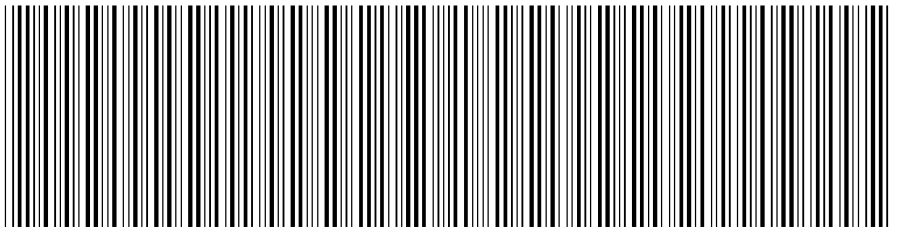


NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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2024091000136001001E82A9

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 14

Document ID: 2024091000136001

Document Date: 08-23-2024

Preparation Date: 09-10-2024

Document Type: EASEMENT

Document Page Count: 12

PRESENTER:

BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605
BRS1211147C

RETURN TO:

BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605
BRS1211147C

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	3697	1	Entire Lot	221-241 GLENMORE AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

GLENMORE OWNER LLC
116 EAST 27TH STREET, 11TH FLOOR
NEW YORK, NY 10016

GRANTEE/BUYER:

PEOPLE OF NEW YORK DEPT OF ENVIRONMENTAL
CONSERVAT
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: \$ 97.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

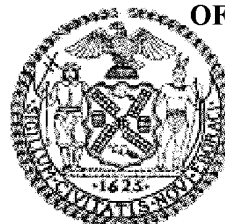
RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 09-10-2024 15:57

City Register File No.(CRFN):

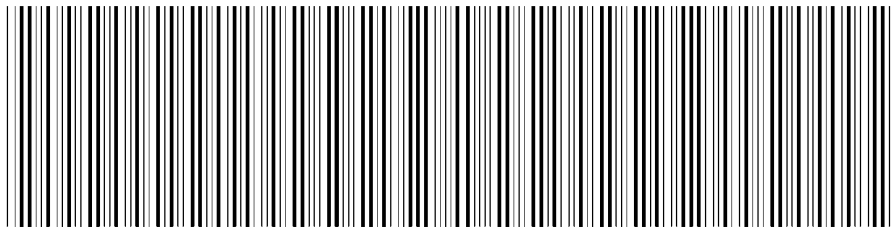
2024000235770



Colette N. Chiu-Jacques

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024091000136001001C8029

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 14

Document ID: 2024091000136001 Document Date: 08-23-2024 Preparation Date: 09-10-2024
Document Type: EASEMENT

PARTIES

GRANTOR/SELLER:
HELP GLENMORE WAC HOUSING DEVELOPMENT
FUND CORPORA
115 EAST 13TH STREET
NEW YORK, NY 10003

BR5121117K
Kings
3697
1

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

THIS INDENTURE made this 23rd day of August, 2024 between Owner(s), HELP Glenmore WAC Housing Development Fund Corporation with an office at 115 East 13th Street, New York, New York (Grantor Fee Owner), Glenmore Owner LLC, having an office at 116 East 27th Street, 11th Floor, New York, New York (Grantor Beneficial Owner, and together with Grantor Fee Owner, collectively, the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor Fee Owner, is the owner of real property located at the address of 221-241 Glenmore 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 3697 Lot 1 (f/k/a Lots 1 & 33), being the same as that property conveyed to Grantor by deeds dated July 26, 2023 and recorded in the City Register of the City of New York in City Register File No. 2023000201763 & 2023000201764. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.7766 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 29, 2024 prepared by David A. Shaw, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, Grantor Beneficial Owner, is the owner of the beneficial interest in the Controlled Property being the same as a portion of that beneficial interest conveyed to Grantor

Beneficial Owner by means of a Declaration of Interest and Nominee Agreement between Grantor Fee Owner and Grantor Beneficial Owner dated as of July 26, 2023 and recorded in City Register of the City of New York on August 9, 2023 as CRFN # 2023000201765;

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: C224385-05-23, 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: C224385
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.

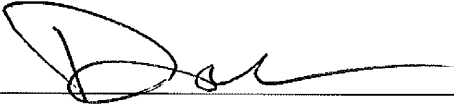
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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 Fee Owner has caused this instrument to be signed in its name.

HELP Glenmore WAC Housing Development Fund Corporation:

By: 

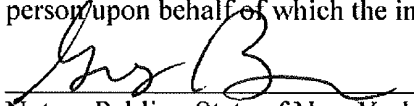
Print Name: Dan Lehman

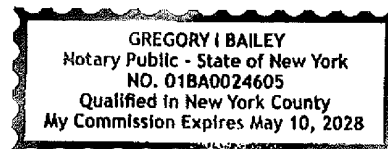
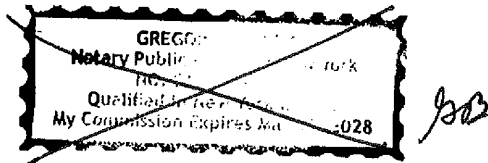
Title: President & CEO Date: June 12, 2024

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 12th day of June, in the year 2024, before me, the undersigned, personally appeared Dan Lehman, 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 Beneficial Owner has caused this instrument to be signed in its name.

Glenmore Owner LLC:

By: _____

Print Name: Rick Gropper

Title: Authorized Signatory Date: 6/5/2024

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF New York)

On the 5th day of June, in the year 2024, before me, the undersigned, personally appeared Rick Grapper, 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.

Satomo Jones
Notary Public - State of New York

LATOVIA QUINASIA JONES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01JO0002377
Qualified in Queens County
My Commission Expires 03-06-2027

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, Division Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 23rd day of August, in the year 2024, before me, the undersigned, personally appeared Janet E. Brown, 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.

Andrew
Guglielmi

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

Environmental Easement Area

ALL that certain plot, piece or parcel of land, situate, 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 a point on a corner forming the intersection with the easterly side of Van Sinderen Avenue and the northerly side of Glenmore Avenue;

RUNNING THENCE northerly along the easterly side of Van Sinderen Avenue, 180 feet to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to a point;

THENCE northerly and parallel with Snediker Avenue, 3 feet and 3 ½ inches to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to the westerly side of Snediker Avenue;

THENCE southerly and along the westerly side of Snediker Avenue, 183 feet and 3 ½ inches to the Northerly side of Glenmore Avenue;

THENCE westerly and along the northerly side of Glenmore Avenue, 75 feet;

THENCE northerly and parallel to Snediker Avenue, 100 feet to a point;

THENCE westerly and parallel to Glenmore Avenue, 25 feet to a point;

THENCE southerly and parallel to Snediker Avenue, 100 feet to the northerly side of Glenmore Avenue;

THENCE westerly along the northerly side of Glenmore Avenue, 100 feet back to the point or place of BEGINNING.

AREA = 0.7766 ACRES

Track 2 Cleanup Boundary

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

BEGINNING at a point on the corner forming the intersection with the easterly side Van Sinderen Avenue and the northerly side of Glenmore Avenue;

RUNNING THENCE northerly along the easterly side of Van Sinderen Avenue, 77 feet to a point;

THENCE easterly at right angles to Van Sinderen Avenue, 15 feet to a point;

THENCE northeasterly along a line forming an exterior angle of 139°-38'-43" with the last mentioned course, 24 feet 5 ¼ inches, to a point;

THENCE northwesterly along a line forming an exterior angle of 80°-42'-34" with the last mentioned course, 24 feet 5 ¼ inches to a point;

THENCE westerly at right angles to Van Sinderen Avenue, 15 feet to the easterly side of Van Sinderen Avenue.

THENCE northerly along the easterly side of Van Sinderen Avenue, 71 feet 4 inches to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to a point;

THENCE northerly and parallel with Snediker Avenue, 3 feet 3 ½ inches to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to the westerly side of Snediker Avenue;

THENCE southerly and along the westerly side of Snediker Avenue, 183 feet 3 ½ inches to the northerly side of Glenmore Avenue;

THENCE westerly and along the northerly side of Glenmore Avenue, 75 feet to a point;

THENCE northerly and parallel to Snediker Avenue, 100 feet to a point;

THENCE westerly and parallel to Glenmore Avenue, 25 feet to a point;

THENCE southerly and parallel to Snediker Avenue, 100 feet to the northerly side of Glenmore Avenue;

THENCE westerly along the northerly side of Glenmore Avenue, 100 feet back to the point or place of BEGINNING.

Track 4 Cleanup Boundary

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

BEGINNING at a point on the easterly side of Van Sinderen Avenue, 77 feet northerly from the corner forming the intersection with the easterly side Van Sinderen Avenue and the northerly side of Glenmore Avenue;

RUNNING THENCE easterly at right angles to Van Sinderen Avenue, 15 feet to a point;

THENCE northeasterly along a line forming an interior angle of 139°-38'-43" with the last mentioned course, 24 feet 5 ¼ inches, to a point;

THENCE northwesterly along a line forming an interior angle of 80°-42'-34" with the last mentioned course, 24 feet 5 ¼ inches to a point;

THENCE westerly at right angles to Van Sinderen Avenue, 15 feet to the easterly side of Van Sinderen Avenue.

THENCE southerly along the easterly side of Van Sinderen Avenue, 31 feet 8 inches to a the point or place of BEGINNING.

Former Block 3697 Lot 1

ALL that certain plot, piece or parcel of land, situate, 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 a point on a corner forming the intersection with the easterly side of Van Sinderen Avenue and the northerly side of Glenmore Avenue;

RUNNING THENCE northerly along the easterly side of Van Sinderen Avenue, 180 feet to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to a point;

THENCE northerly and parallel with Snediker Avenue, 3 ? 3 ½ feet to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to the westerly side of Snediker Avenue;

THENCE southerly and along the westerly side of Snediker Avenue, 83 ? 3 ½ feet to a point;

THENCE westerly, 50 feet to a point;

THENCE southerly, 100 feet to the northerly side of Glenmore Avenue; THENCE westerly and along the northerly side of Glenmore Avenue, 25 feet; THENCE northerly, 100 feet to a point;

THENCE westerly, 25 feet to a point;

THENCE southerly, 100 feet to the northerly side of Glenmore Avenue;

THENCE westerly along the northerly side of Glenmore Avenue, 100 feet back to the point or place of BEGINNING.

Former Block 3697 Lot 33

ALL that certain plot, piece or parcel of land, situate, 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 a point on a corner forming the intersection with the northerly side of Glenmore Avenue and the westerly side of Snediker Avenue;

RUNNING THENCE westerly along the northerly side of Glenmore Avenue, 50 feet to a point;

THENCE northerly, 100 feet to a point;

THENCE easterly, 50 feet to a point;

THENCE southerly along the westerly side of Snediker Avenue, 100 feet back to the point or place of BEGINNING.

ATTORNEY AFFIDAVIT OF MAILING

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

Joyce E. Kung, an attorney at law duly admitted to practice before the Courts of New York State, hereby swear upon penalty of perjury:

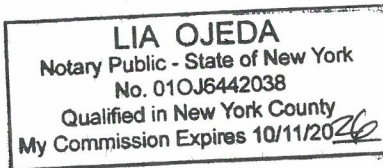
1. I am a principal with the law firm of Sive, Paget & Riesel, P.C., attorneys for Glenmore Owner LLC, in relation to the Brownfield Cleanup Program DEC Site No. C224385.
2. Attached to this affidavit are true and correct copies of the following:
 - a. Certified Mail Receipt for the mailing of the Notice to Municipality;
 - b. Notice to Municipality, enclosing the Recorded Environmental Easement, as recorded in the Office of the City Register of the City of New York on September 10, 2024, with City Register File No. 2024000235770.
3. On the 19th day of September 2024, I caused to be mailed via Certified Mail, Return Receipt Requested, the aforementioned Notice to Municipality, enclosing the Recorded Environmental Easement, enclosed and properly sealed in an envelope, which was deposited in an official depository under the exclusive care and custody of the United States Postal Services within the State of New York addressed to:


Mayor Eric Adams
New York City Mayor's Office
City of New York
250 Broadway, City Hall
New York, NY 10007


Joyce E. Kung

Sworn to me this
19 day of September 2024


Notary Public




SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: <i>Mayor Eric Adams</i> <i>N.Y.C. Mayor's Office</i> <i>City of New York</i> <i>250 Broadway, City Hall</i> <i>New York, N.Y. 10007</i></p> <p> 9590 9402 5815 0034 5819 92</p> <p>2. Article Number (Transfer from service label) 7020 1810 0001 6599 2393</p>	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</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>3. Service Type</p> <table border="0"> <tr> <td> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </td> <td> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </td> </tr> </table>	<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery		

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

Domestic Return Receipt

USPS TRACKING #


 9590 9402 5815 0034 5819 92

First-Class Mail
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United States
 Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box:

H. J. E. Lung
Sive, Paget & Riesel, P.C.
 560 Lexington Avenue
 15th Floor
 New York, NY 10022



SIVE, PAGET & RIESEL P.C.

560 LEXINGTON AVENUE, 15TH FL.
 NEW YORK, NEW YORK 10022

TO:

VIA CERTIFIED MAIL

Mayor Eric Adams
 New York City Mayor's Office
 City of New York
 250 Broadway, City Hall
 New York, NY 10007

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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☐ Adult Signature Restricted Delivery

Postage \$ 10.85

Total Postage and Fees \$

Mayor Eric Adams, NYC Mayor's Office
250 Broadway, City Hall
New York, NY 10007



7020 1810 0001 6599 2393

SIVE | PAGET | RIESEL

JOYCE E. KUNG
DIRECT DIAL: 646.378.7288
JKUNG@SPRLAW.COM

September 19, 2024

Notice to Municipality

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

Re: Environmental Easement

Re: Notice of Environmental Easement: 114 Snediker Avenue (221-224 Glenmore Avenue, Brooklyn, New York)

Dear Mayor Adams,

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("DEC" or the "Department") on September 10, 2024 by HELP Glenmore WAC Housing Development Fund Corporation and Glenmore Owner LLC for property located at 221-224 Glenmore Avenue, Brooklyn, New York (Brooklyn Tax Block 3697, Lot 1), DEC Site No: C224385.

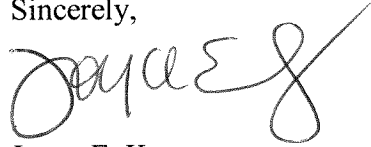
This Environmental Easement restricts future use of the above referenced property to restricted-residential use (which allows for commercial use and industrial use). Any on-site activity must be done in accordance with the Environmental Easement and Site Management Plan, which is incorporated into the 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 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.

Sincerely,

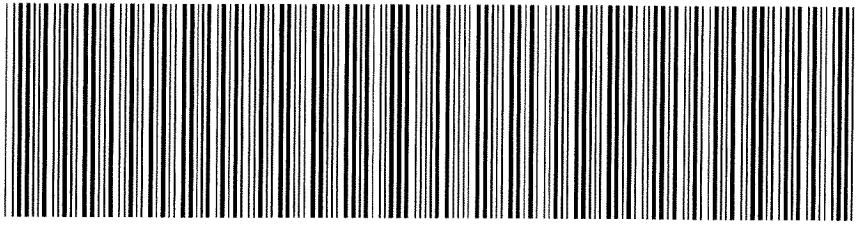
A handwritten signature in black ink, appearing to read "Joyce E. Kung", with a large, stylized flourish at the end.

Joyce E. Kung

Enclosures

**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.



2024091000136001001E82A9

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 14

Document ID: 2024091000136001

Document Date: 08-23-2024

Preparation Date: 09-10-2024

Document Type: EASEMENT

Document Page Count: 12

PRESENTER:

BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605
BRS1211147C

RETURN TO:

BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605
BRS1211147C

Borough

BROOKLYN

Block Lot

3697 1 Entire Lot

**PROPERTY DATA
Unit Address**

221-241 GLENMORE AVENUE

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

GLENMORE OWNER LLC
116 EAST 27TH STREET, 11TH FLOOR
NEW YORK, NY 10016

GRANTEE/BUYER:

PEOPLE OF NEW YORK DEPT OF ENVIRONMENTAL
CONSERVAT
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: \$ 97.00

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 09-10-2024 15:57

City Register File No.(CRFN):

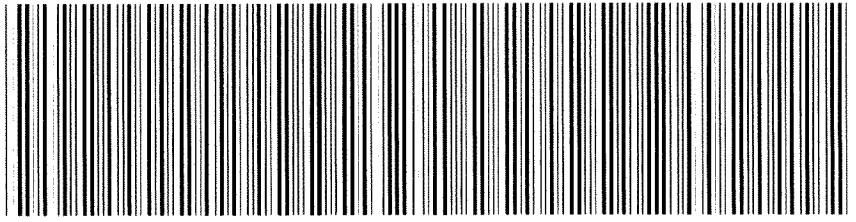
2024000235770



Colette McQuinn-Jones

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024091000136001001C8029

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 14

Document ID: 2024091000136001

Document Date: 08-23-2024

Preparation Date: 09-10-2024

Document Type: EASEMENT

PARTIES

GRANTOR/SELLER:

HELP GLENMORE WAC HOUSING DEVELOPMENT
FUND CORPORA
115 EAST 13TH STREET
NEW YORK, NY 10003

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

THIS INDENTURE made this 23rd day of August, 2024, between Owner(s), HELP Glenmore WAC Housing Development Fund Corporation with an office at 115 East 13th Street, New York, New York (Grantor Fee Owner), Glenmore Owner LLC, having an office at 116 East 27th Street, 11th Floor, New York, New York (Grantor Beneficial Owner, and together with Grantor Fee Owner, collectively, the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor Fee Owner, is the owner of real property located at the address of 221-241 Glenmore 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 3697 Lot 1 (f/k/a Lots 1 & 33), being the same as that property conveyed to Grantor by deeds dated July 26, 2023 and recorded in the City Register of the City of New York in City Register File No. 2023000201763 & 2023000201764. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.7766 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 29, 2024 prepared by David A. Shaw, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, Grantor Beneficial Owner, is the owner of the beneficial interest in the Controlled Property being the same as a portion of that beneficial interest conveyed to Grantor

Beneficial Owner by means of a Declaration of Interest and Nominee Agreement between Grantor Fee Owner and Grantor Beneficial Owner dated as of July 26, 2023 and recorded in City Register of the City of New York on August 9, 2023 as CRFN # 2023000201765;

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: C224385-05-23, 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: C224385
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.

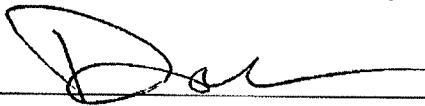
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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 Fee Owner has caused this instrument to be signed in its name.

HELP Glenmore WAC Housing Development Fund Corporation:

By: 

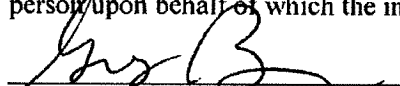
Print Name: Dan Lehman

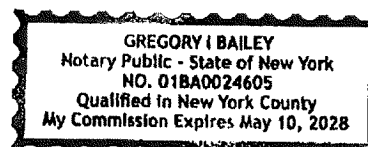
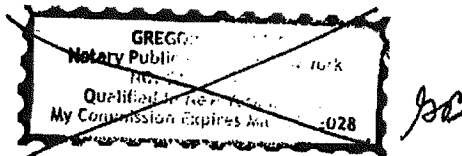
Title: President & CEO Date: June 12, 2024

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 12th day of June, in the year 2024, before me, the undersigned, personally appeared Dan Lehman, 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 Beneficial Owner has caused this instrument to be signed in its name.

Glenmore Owner LLC:

By:

Print Name:

Title: Authorized Signatory Date: 6/5/2024

Grantor's Acknowledgment

[illegible]

On the 5th day of June, in the year 2024, before me, the undersigned, personally appeared Rick Chappier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Patricia Jones
Notary Public - State of New York

LATOVIA QUINASIA JONES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01JO0002377
Qualified in Queens County
My Commission Expires 03-06-2027

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, Division Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 23rd day of August, in the year 2024, before me, the undersigned, Andrew Guglielmi personally appeared Janet E. Brown, 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

Environmental Easement Area

ALL that certain plot, piece or parcel of land, situate, 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 a point on a corner forming the intersection with the easterly side of Van Sinderen Avenue and the northerly side of Glenmore Avenue;

RUNNING THENCE northerly along the easterly side of Van Sinderen Avenue, 180 feet to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to a point;

THENCE northerly and parallel with Snediker Avenue, 3 feet and 3 ½ inches to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to the westerly side of Snediker Avenue;

THENCE southerly and along the westerly side of Snediker Avenue, 183 feet and 3 ½ inches to the Northerly side of Glenmore Avenue;

THENCE westerly and along the northerly side of Glenmore Avenue, 75 feet;

THENCE northerly and parallel to Snediker Avenue, 100 feet to a point;

THENCE westerly and parallel to Glenmore Avenue, 25 feet to a point;

THENCE southerly and parallel to Snediker Avenue, 100 feet to the northerly side of Glenmore Avenue;

THENCE westerly along the northerly side of Glenmore Avenue, 100 feet back to the point or place of BEGINNING.

AREA = 0.7766 ACRES

Track 2 Cleanup Boundary

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

BEGINNING at a point on the corner forming the intersection with the easterly side Van Sinderen Avenue and the northerly side of Glenmore Avenue;

RUNNING THENCE northerly along the easterly side of Van Sinderen Avenue, 77 feet to a point;

THENCE easterly at right angles to Van Sinderen Avenue, 15 feet to a point;

THENCE northeasterly along a line forming an exterior angle of 139°-38'-43" with the last mentioned course, 24 feet 5 ¼ inches, to a point;

THENCE northwesterly along a line forming an exterior angle of 80°-42'-34" with the last mentioned course, 24 feet 5 ¼ inches to a point;

THENCE westerly at right angles to Van Sinderen Avenue, 15 feet to the easterly side of Van Sinderen Avenue.

THENCE northerly along the easterly side of Van Sinderen Avenue, 71 feet 4 inches to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to a point;

THENCE northerly and parallel with Snediker Avenue, 3 feet 3 ½ inches to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to the westerly side of Snediker Avenue;

THENCE southerly and along the westerly side of Snediker Avenue, 183 feet 3 ½ inches to the northerly side of Glenmore Avenue;

THENCE westerly and along the northerly side of Glenmore Avenue, 75 feet to a point;

THENCE northerly and parallel to Snediker Avenue, 100 feet to a point;

THENCE westerly and parallel to Glenmore Avenue, 25 feet to a point;

THENCE southerly and parallel to Snediker Avenue, 100 feet to the northerly side of Glenmore Avenue;

THENCE westerly along the northerly side of Glenmore Avenue, 100 feet back to the point or place of BEGINNING.

Track 4 Cleanup Boundary

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

BEGINNING at a point on the easterly side of Van Sinderen Avenue, 77 feet northerly from the corner forming the intersection with the easterly side Van Sinderen Avenue and the northerly side of Glenmore Avenue;

RUNNING THENCE easterly at right angles to Van Sinderen Avenue, 15 feet to a point;

THENCE northeasterly along a line forming an interior angle of 139°-38'-43" with the last mentioned course, 24 feet 5 ¼ inches, to a point;

THENCE northwesterly along a line forming an interior angle of 80°-42'-34" with the last mentioned course, 24 feet 5 ¼ inches to a point;

THENCE westerly at right angles to Van Sinderen Avenue, 15 feet to the easterly side of Van Sinderen Avenue.

THENCE southerly along the easterly side of Van Sinderen Avenue, 31 feet 8 inches to a the point or place of BEGINNING.

Former Block 3697 Lot 1

ALL that certain plot, piece or parcel of land, situate, 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 a point on a corner forming the intersection with the easterly side of Van Sinderen Avenue and the northerly side of Glenmore Avenue;

RUNNING THENCE northerly along the easterly side of Van Sinderen Avenue, 180 feet to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to a point;

THENCE northerly and parallel with Snediker Avenue, 3 ? 3 ½ feet to a point;

THENCE easterly and parallel with Glenmore Avenue, 100 feet to the westerly side of Snediker Avenue;

THENCE southerly and along the westerly side of Snediker Avenue, 83 ? 3 ½ feet to a point;

THENCE westerly, 50 feet to a point;

THENCE southerly, 100 feet to the northerly side of Glenmore Avenue; THENCE westerly and along the northerly side of Glenmore Avenue, 25 feet; THENCE northerly, 100 feet to a point; THENCE westerly, 25 feet to a point;

THENCE southerly, 100 feet to the northerly side of Glenmore Avenue;

THENCE westerly along the northerly side of Glenmore Avenue, 100 feet back to the point or place of BEGINNING.

Former Block 3697 Lot 33

ALL that certain plot, piece or parcel of land, situate, 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 a point on a corner forming the intersection with the northerly side of Glenmore Avenue and the westerly side of Snediker Avenue;

RUNNING THENCE westerly along the northerly side of Glenmore Avenue, 50 feet to a point;

THENCE northerly, 100 feet to a point;

THENCE easterly, 50 feet to a point;

THENCE southerly along the westerly side of Snediker Avenue, 100 feet back to the point or place of BEGINNING.
