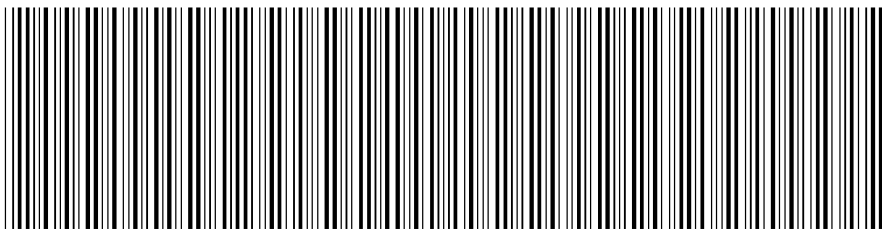


Attachment A

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.



2024041800659001001EF5A1

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 15

Document ID: 2024041800659001

Document Date: 04-17-2024

Preparation Date: 04-18-2024

Document Type: EASEMENT

Document Page Count: 11

PRESENTER:

ROYAL ABSTRACT OF NEW YORK LLC (TITLE#)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
SDEJESUS@ROYALABSTRACT.COM

RETURN TO:

ROYAL ABSTRACT OF NEW YORK LLC (TITLE#)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
SDEJESUS@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	1823	19	Entire Lot	N/A 35TH AVENUE

Property Type: NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot	Unit	Address
QUEENS	1823	20	Entire Lot	N/A 35TH AVENUE

Property Type: NON-RESIDENTIAL VACANT LAND

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

THE CITY OF NEW YORK
CITY HALL
NEW YORK, NY 10007

GRANTEE/BUYER:

NYS DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
625 BROADWAY
ALBANY, NY 12233

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 200.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

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 04-19-2024 13:43

City Register File No.(CRFN):

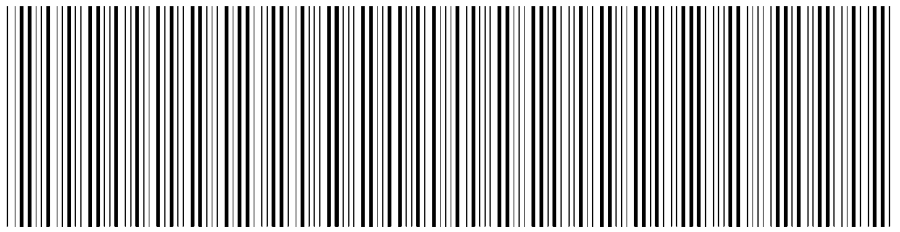
2024000101649



Colette N. Chiu-Jacques

City Register Official Signature

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



2024041800659001001CF721

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 15

Document ID: 2024041800659001

Document Date: 04-17-2024

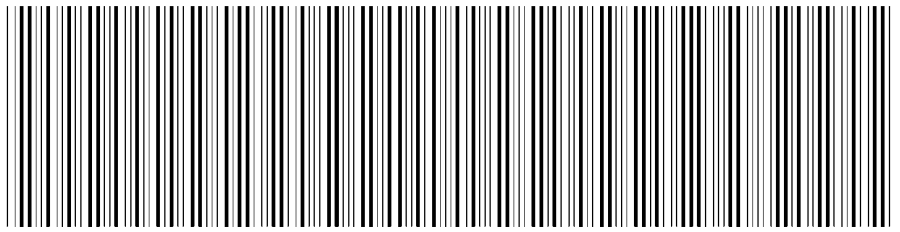
Preparation Date: 04-18-2024

Document Type: EASEMENT

PROPERTY DATA

Borough	Block Lot	Unit	Address
QUEENS	1823 21 Entire Lot		126-42 35TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1823 23 Entire Lot		126-44 35TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1823 26 Entire Lot		126-50 35TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1823 28 Entire Lot		N/A 35TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1823 33 Entire Lot		126-59 36TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1823 40 Entire Lot		126-49 36TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1823 44 Entire Lot		N/A 36TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1823 47 Entire Lot		126-27 36TH AVENUE
Property Type: COMMERCIAL REAL ESTATE			
Borough	Block Lot	Unit	Address
QUEENS	1823 52 Entire Lot		126-25 36TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1823 55 Entire Lot		126-17 36TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1824 1 Entire Lot		126-02 36TH AVENUE
Property Type: COMMERCIAL REAL ESTATE			
Borough	Block Lot	Unit	Address
QUEENS	1824 12 Entire Lot		126-22 36TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1824 19 Entire Lot		126-40 36TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1824 21 Entire Lot		N/A 36TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			

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



2024041800659001001CF721

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 3 OF 15

Document ID: 2024041800659001

Document Date: 04-17-2024

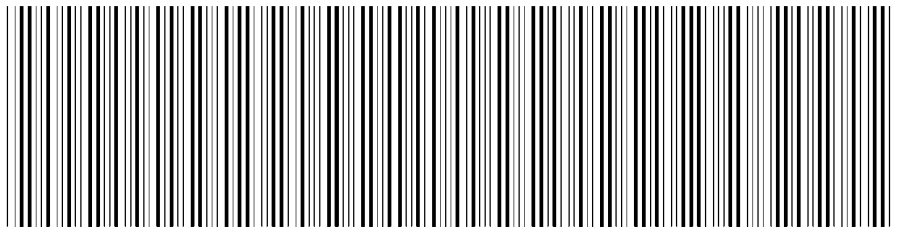
Preparation Date: 04-18-2024

Document Type: EASEMENT

PROPERTY DATA

Borough	Block Lot	Unit	Address
QUEENS	1824 26	Entire Lot	126-50 36TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1824 28	Entire Lot	126-60 36TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1824 33	Entire Lot	126-63 37TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1824 38	Entire Lot	126-53 37TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1824 40	Entire Lot	126-43 37TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1824 45	Entire Lot	126-37 37TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1824 53	Entire Lot	126-23 37TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1824 100	Entire Lot	N/A 127TH STREET
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1825 1	Entire Lot	37-11 126TH STREET
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1825 19	Entire Lot	126-20 37TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1825 21	Entire Lot	126-30 37TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1825 25	Entire Lot	N/A 37TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1825 28	Entire Lot	N/A 37TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1825 30	Entire Lot	126-83 37TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024041800659001001CF721

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 4 OF 15

Document ID: 2024041800659001

Document Date: 04-17-2024

Preparation Date: 04-18-2024

Document Type: EASEMENT

PROPERTY DATA

Borough	Block Lot	Unit	Address
QUEENS	1825 37	Entire Lot	126-93 WILLETS POINT BLVD
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1825 46	Entire Lot	126-75 WILLETS POINT BLVD
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1825 48	Entire Lot	126-71 WILLETS POINT BLVD
Property Type: COMMERCIAL REAL ESTATE			
Borough	Block Lot	Unit	Address
QUEENS	1825 53	Entire Lot	126-31 38TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1825 55	Entire Lot	126-21 38TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1825 58	Entire Lot	126-17 38TH AVENUE
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1825 150	Entire Lot	N/A 127TH STREET
Property Type: NON-RESIDENTIAL VACANT LAND			
Borough	Block Lot	Unit	Address
QUEENS	1833 103	Entire Lot	N/A 126TH STREET
Property Type: NON-RESIDENTIAL VACANT LAND			

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

THIS INDENTURE made this 17th day of April, 2024, between Owner, The City of New York, having an office at City Hall, New York, New York 10007, (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 the following real property located at 37-11 126th Street in the City of New York, County of Queens and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel numbers: Block 1823, Lots 19, 20, 21, 23, 26, 28, 33, 40, 44, 47, 52, 55; Block 1824, Lots 1, 12, 19, 21, 26, 28, 33, 38, 40, 45, 53, 100; Block 1825, Lots 1, 19, 21, 25, 28, 30, 37, 46, 48, 53, 55, 58, 150; and Block 1833, Lot 103 being the same as that property conveyed to Grantor by:

1. Deed dated as of 12/15/2021 and recorded 1/18/2022 as CRFN 2022000026245.
2. Deed dated as of 10/6/2014 and recorded 7/30/2015 as CRFN 2015000262435;
3. Deed dated as of 10/27/2011 and recorded 11/23/2011 as CRFN 2011000409213.
4. Deed dated as of 10/22/2010 and recorded 10/25/2010 as CRFN 201000355256.

5. Deed dated as of 7/1/2009 and recorded 7/10/2009 as CRFN 2009000211840.
6. Deed dated as of 11/16/2012 and recorded 11/23/2012 as CRFN 2012000460137.
7. Deed dated as of 12/10/2016 and recorded 1/26/2016 as CRFN 2016000025017.
8. Deed dated as of 5/29/2014 and recorded 6/9/2014 as CRFN 2014000197747.
9. Deed dated as of 12/17/2009 and recorded 12/21/2009 as CRFN 2009000417937.
10. Deed dated as of 8/11/2011 and recorded 8/19/2011 as CRFN 2011000294599.
11. Deed dated as of 8/1/2014 and recorded 9/9/2014 as CRFN 2014000299022.
10. Deed dated as of 12/23/2010 and recorded 12/28/2010 as CRFN 2010000432461.
11. Deed dated as of 3/25/2009 and recorded 4/14/2009 as CRFN 2009000109008.
12. Deed dated as of 11/25/2009 and recorded 11/27/2009 as CRFN 2009000389205.
13. Deed dated as of 11/17/2010 and recorded 11/19/2010 as CRFN 2010000389537.
14. Deed dated as of 3/1/2012 and recorded 3/21/2012 as CRFN 2012000113102.
15. Deed dated as of 8/6/2012 and recorded 3/1/2013 as CRFN 2013000085410.
16. Condemnation proceeding titled "In the matter of acquiring title to 36th Avenue (Coman Street) from 126th Street (Hewett Ave.) to Willets Point Blvd., 37th Avenue (Edson Street) from 126th Street (Hewett Ave.) to Willets Point Blvd., 38th Avenue (Edson Street) from 126th Street (Hewett Ave.) to Willets Point Blvd., etc., and shown as Parcel No. 3 on Draft Damage Map No. 5208. Said parcel was eliminated, discontinued and closed by Alteration Map No. 5000A recorded 2/20/2018 as CRFN 2018000059163).

The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 9.993 +/- acres, and is hereinafter more fully described in the Land Title Survey dated December 18, 2023, last revised on February 14, 2024, prepared by Paul Fisher (License No.050784-1), Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C., 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: C241146C-09-23, 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: C241146C
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.

The City of New York

By: 

Print Name: Maria Torres - Springer

Deputy Mayor for Housing

Title: Economic Development and Workforce Date: 4/17/2024

Grantor's Acknowledgment

STATE OF NEW YORK)

COUNTY OF NY) ss:

On the 17th day of Apr. 1, in the year 2024, before me, the undersigned, personally appeared Maria Torres-Springer, 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:

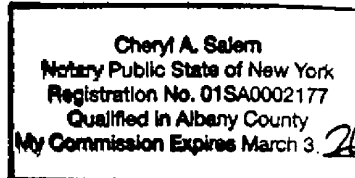
Andrew O. Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 17th day of April, 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



SCHEDULE "A" PROPERTY DESCRIPTION

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

BEGINNING AT A POINT ON THE EASTERLY SIDE OF 126TH STREET (KNOWN AS HEWITT AVENUE) (80 FEET WIDE), DISTANT 585.00 FEET NORTHERLY FROM THE INTERSECTION OF SAID EASTERLY SIDE OF 126TH STREET WITH THE NORTHERLY SIDE OF ROOSEVELT AVENUE (80 FEET WIDE), AND RUNNING THENCE;

NORTHERLY, ALONG SAID EASTERLY SIDE OF 126TH STREET, A DISTANCE OF 545.00 FEET TO THE POINT FORMED BY THE INTERSECTION OF SAID EASTERLY SIDE OF 126TH STREET WITH THE SOUTHERLY SIDE OF 36TH AVENUE (KNOWN AS COMAN STREET) (60 FEET WIDE), THENCE;

EASTERLY, ALONG SAID SOUTHERLY SIDE OF 36TH AVENUE, FORMING AN INTERIOR ANGLE OF 90°00'00" WITH THE PREVIOUS COURSE, A DISTANCE OF 140.00 FEET TO THE WESTERLY LINE OF BLOCK 1824 TAX LOT 100, THENCE;

NORTHERLY, ALONG SAID WESTERLY LINE OF BLOCK 1824 TAX LOT 100 AND ITS PROLONGATION, FORMING AN INTERIOR ANGLE OF 270°00'00" WITH THE PREVIOUS COURSE, A DISTANCE OF 160.00 FEET TO A POINT, THENCE;

EASTERLY, FORMING AN INTERIOR ANGLE OF 90°00'00" WITH THE PREVIOUS COURSE, A DISTANCE OF 200.00 FEET TO A POINT, THENCE;

NORTHERLY, FORMING AN INTERIOR ANGLE OF 270°00'00" WITH THE PREVIOUS COURSE, A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHERLY SIDE OF 35TH AVENUE (KNOWN AS BAYARD STREET) (60 FEET WIDE), THENCE;

EASTERLY, ALONG SAID SOUTHERLY SIDE OF 35TH AVENUE, FORMING AN INTERIOR ANGLE OF 90°00'00" WITH THE PREVIOUS COURSE, A DISTANCE OF 305.00 FEET TO THE POINT FORMED BY THE INTERSECTION OF SAID SOUTHERLY SIDE OF 35TH AVENUE WITH THE WESTERLY SIDE OF 127TH STREET (KNOWN AS HOLLAND STREET) (70 FEET WIDE), THENCE;

SOUTHERLY, ALONG SAID WESTERLY SIDE OF 127TH STREET, FORMING AN INTERIOR ANGLE OF 90°00'00" WITH THE PREVIOUS COURSE, A DISTANCE OF 554.95 FEET TO THE POINT FORMED BY THE INTERSECTION OF SAID WESTERLY SIDE OF 127TH STREET WITH THE NORTHERLY SIDE OF WILLETS

POINT BOULEVARD (80 FEET WIDE), THENCE;

SOUTHWESTERLY, ALONG SAID NORTHERLY SIDE OF WILLETS POINT BOULEVARD AND ITS PROLONGATION, FORMING AN INTERIOR ANGLE OF 138°38'18" WITH THE PREVIOUS COURSE, A DISTANCE OF 333.15 FEET TO A POINT, THENCE;

WESTERLY, FORMING AN INTERIOR ANGLE OF 131°21'42" WITH THE PREVIOUS COURSE, A DISTANCE OF 424.85 FEET TO THE POINT OR PLACE OF BEGINNING.

ENCOMPASSING AN AREA OF 435,302 SQUARE FEET OR 9.993 ACRES, MORE OR LESS.

SIVE | PAGET | RIESEL

AARON B. GOLDMAN
DIRECT DIAL: 646.378.7292
AGOLDMAN@SPRLAW.COM

April 19, 2024

Notice to Municipality

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

Re: Notice of Environmental Easement: Willets Point Development Stadium,
DEC Site No. C241146C

Dear Mayor Adams:

Attached please find a copy of an environmental easement ("Environmental Easement") granted by the City of New York to the New York State Department of Environmental Conservation ("DEC" or the "Department") on April 19, 2024 for the properties described in Attachment A hereto, located at 37-11 126th Street, Queens, NY 11368 (collectively, the "Site").

This Environmental Easement restricts future use of the Site to Restricted Residential use, which also allows for Commercial and Industrial uses. Any on-site activity must be performed in accordance with the Environmental Easement and Site Management Plan. The Site Management Plan is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use. Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

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

Mayor Eric Adams

April 19, 2024

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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 blue ink that reads "Aaron Goldman". The signature is written in a cursive, flowing style.

Aaron Goldman

Enclosures

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

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Postage

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Total Postage and Fees

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Sent To

Mayor Eric Adams

Street and Apt. No., or PO Box No.

250 Broadway City Hall

City, State, ZIP+4®

New York, NY 10007

Postmark
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PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

0952 6659 1000 0191 0202
7020 1810 0001 6599 2560