

Notice to Municipality

November 22, 2024

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Borough Hall Building
120-55 Queens Boulevard, Ground Floor, Room G-100
Kew Gardens, NY 11424

Re: Environmental Easement

Dear Borough President Donovan Richards:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on November 6, 2024

by: Halletts Building 3 SPE LLC

for property with a street address of 26-50 1st Street, Astoria, New York 11102

Block 916, Lot 10 on the Tax Map of the City of New York, Queens County

DEC Site No: C241192 (Halletts Point, Buildings 2 and 3)

This Environmental Easement restricts future use of the above-referenced property as described therein. This Environmental Easement restricts future use of the above referenced property to restricted residential uses. It also assures that in areas not proposed for future building construction or impervious covering, residually contaminated soils must be covered by a demarcation layer and must be overlain by at least 2 feet of clean fill cover material. Future approved activity must be done in accordance with the Site Management Plan which is incorporated into the Environmental Easement.

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 approval from the department.

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

Very truly yours,

Halletts Building 3 SPE LLC

By: Halletts Investors Building 3 LLC, its sole member

By: Halletts Members LLC, its sole member

By: The Durst Manager LLC, its Manager

By: SRDA Manager, LLC, its
Managing Member

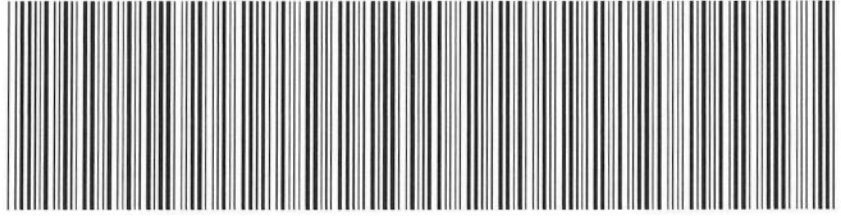
DocuSigned by:
By: *Alexander Durst*

12C8988186234A
Name: Alexander Durst

Title: Co-Vice President

**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.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 13

Document ID: 2024110800486001 Document Date: 11-06-2024 Preparation Date: 11-18-2024
 Document Type: EASEMENT
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PRESENTER:
 CHICAGO TITLE INSURANCE COMPANY
 711 THIRD AVE, 8TH FLOOR
 CT24-80188-Q (CES)
 NEW YORK, NY 10017
 212-880-1453
 CTINYRECORDING@CTT.COM

RETURN TO:
 ROSENBERG & ESTIS, P.C.
 LARRY R. MERGENTIME, ESQ.
 733 THIRD AVENUE
 NEW YORK, NY 10017

PROPERTY DATA				
Borough	Block	Lot	Unit	Address
QUEENS	916	10	Entire Lot	26-50 1ST STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA
 CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____


GRANTOR/SELLER:
 HALLETTS BUILDING 3 SPE LLC
 C/O: ROYAL REALTY CORP., 1155 AVENUE OF THE AMERICAS
 NEW YORK, NY 10036-2711

GRANTEE/BUYER:
 COMMISSIONER OF DEPT OF ENVIRONMENTAL CONSERVATION
 625 BROADWAY
 ALBANY, NY 12233

FEES AND TAXES			
Mortgage :			Filing Fee:
Mortgage Amount:	\$	0.00	\$ 250.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:
Exemption:			\$ 0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:
City (Additional):	\$	0.00	\$ 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	

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 11-20-2024 14:03
 City Register File No.(CRFN):
 2024000304590



Collette McLean-Jacques
 City Register Official Signature

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

THIS INDENTURE made, this ^{as of} 6th day of November, 2024, between Owner, Halletts Building 3 SPE LLC, having an office at c/o Royal Realty Corp., One Bryant Park, New York, County of New York, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

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

WHEREAS, Grantor, is the owner of real property located at the address of 26-40 1st Street a/k/a 26-02 to 26-50 1st 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 number: Block 916 Lot 10, being the same as that property conveyed to Grantor by deed dated May 26, 2016 and recorded in the City Register of the City of New York in City Register File No. 2016000218843 and by deed dated September 29, 2017 and recorded in the City Register of the City of New York in City Register File No. 2017000376110. The property subject to this Environmental Easement (the "Controlled Property") comprises a portion of Block 916 Lot 10 of approximately 1.021 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 10, 2024, and last revised May 23, 2024, prepared by John P. Lynch, 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: C241192-01-17, 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: C241192
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.

Hallett Building 3 SPE LLC:

By: 

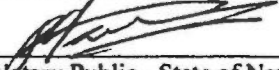
Print Name: Alexander Durst

Title: Co-Vice President Date: _____

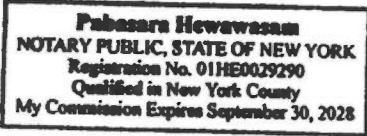
Grantor's Acknowledgment

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

On the 29th day of October, in the year 2024, before me, the undersigned, personally appeared Alexander Durst, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public - State of New York



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

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

Grantee's Acknowledgment

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

On the 6th day of November in the year 2024 before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem
Notary Public - State of New York

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

SCHEDULE "A" PROPERTY DESCRIPTION

Easement Area Description

BEGINNING AT A POINT OF INTERSECTION OF THE WESTERLY LINE OF 1ST STREET (F.K.A. MILLS STREET, 60 FEET WIDE) WITH THE DIVIDING LINE BETWEEN LOT 10, BLOCK 916 AND LOT 1, BLOCK 490 AND FROM SAID POINT OF BEGINNING, RUNNING THENCE.

1. ALONG THE DIVIDING LINE BETWEEN LOT 10 BLOCK 916 AND LOT 1, BLOCK 490, SOUTH 84 DEGREES - 03 MINUTES - 40 SECONDS WEST, A DISTANCE OF 237.61 FEET TO A POINT, THENCE.

ACROSS LOT 10, BLOCK 916, THE FOLLOWING FORTY-TWO (42) COURSES

2. NORTH 00 DEGREES 59 MINUTES 16 SECONDS EAST, A DISTANCE OF 24.01 FEET TO A POINT, THENCE.
3. NORTH 16 DEGREES 13 MINUTES 41 SECONDS EAST, A DISTANCE OF 13.71 FEET TO A POINT, THENCE.
4. NORTH 06 DEGREES 32 MINUTES 43 SECONDS WEST, A DISTANCE OF 17.49 FEET TO A POINT, THENCE.
5. NORTH 00 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 7.56 FEET TO A POINT, THENCE.
6. NORTH 06 DEGREES 00 MINUTES 29 SECONDS EAST, A DISTANCE OF 20.69 FEET TO A POINT, THENCE.
7. NORTH 05 DEGREES 34 MINUTES 00 SECONDS WEST, A DISTANCE OF 21.60 FEET TO A POINT, THENCE.
8. NORTH 01 DEGREES 12 MINUTES 18 SECONDS WEST, A DISTANCE OF 13.10 FEET TO A POINT, THENCE.
9. NORTH 13 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 5.59 FEET TO A POINT, THENCE.
10. NORTH 18 DEGREES 34 MINUTES 40 SECONDS EAST, A DISTANCE OF 2.96 FEET TO A POINT, THENCE.
11. NORTH 01 DEGREES 40 MINUTES 20 SECONDS EAST, A DISTANCE OF 12.68 FEET TO A POINT, THENCE.
12. NORTH 24 DEGREES 50 MINUTES 37 SECONDS WEST, A DISTANCE OF 12.35 FEET TO A POINT, THENCE.
13. NORTH 15 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 15.96 FEET TO A POINT, THENCE.
14. NORTH 01 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 19.15 FEET TO A POINT, THENCE.
15. NORTH 04 DEGREES 55 MINUTES 05 SECONDS WEST, A DISTANCE OF 28.58 FEET TO A POINT, THENCE.
16. NORTH 01 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 12.51 FEET TO A POINT, THENCE.
17. NORTH 07 DEGREES 59 MINUTES 04 SECONDS WEST, A DISTANCE OF 12.80 FEET TO A POINT, THENCE.

18. NORTH 04 DEGREES 37 MINUTES 18 SECONDS EAST. A DISTANCE OF 13.12 FEET TO A POINT.
THENCE.
19. NORTH 37 DEGREES 07 MINUTES 23 SECONDS WEST. A DISTANCE OF 11.44 FEET TO A POINT.
THENCE.
20. NORTH 10 DEGREES 59 MINUTES 43 SECONDS EAST. A DISTANCE OF 10.63 FEET TO A POINT.
THENCE.
21. NORTH 16 DEGREES 11 MINUTES 30 SECONDS WEST. A DISTANCE OF 14.71 FEET TO A POINT.
THENCE.
22. NORTH 12 DEGREES 19 MINUTES 57 SECONDS WEST. A DISTANCE OF 12.12 FEET TO A POINT.
THENCE.
23. NORTH 10 DEGREES 39 MINUTES 21 SECONDS EAST. A DISTANCE OF 10.00 FEET TO A POINT.
THENCE.
24. NORTH 08 DEGREES 40 MINUTES 31 SECONDS WEST. A DISTANCE OF 9.68 FEET TO A POINT.
THENCE.
25. NORTH 02 DEGREES 14 MINUTES 09 SECONDS EAST. A DISTANCE OF 12.58 FEET TO A POINT.
THENCE.
26. NORTH 03 DEGREES 42 MINUTES 17 SECONDS WEST. A DISTANCE OF 24.95 FEET TO A POINT.
THENCE.
27. NORTH 10 DEGREES 52 MINUTES 43 SECONDS WEST. A DISTANCE OF 9.28 FEET TO A POINT.
THENCE.
28. NORTH 03 DEGREES 11 MINUTES 08 SECONDS WEST. A DISTANCE OF 25.22 FEET TO A POINT.
THENCE.
29. NORTH 11 DEGREES 28 MINUTES 30 SECONDS WEST. A DISTANCE OF 26.24 FEET TO A POINT.
THENCE.
30. NORTH 21 DEGREES 33 MINUTES 41 SECONDS EAST. A DISTANCE OF 8.09 FEET TO A POINT.
THENCE.
31. NORTH 16 DEGREES 28 MINUTES 27 SECONDS WEST. A DISTANCE OF 18.86 FEET TO A POINT.
THENCE.
32. NORTH 12 DEGREES 25 MINUTES 53 SECONDS EAST. A DISTANCE OF 34.22 FEET TO A POINT.
THENCE.
33. NORTH 19 DEGREES 23 MINUTES 11 SECONDS EAST. A DISTANCE OF 20.63 FEET TO A POINT.
THENCE.
34. NORTH 10 DEGREES 31 MINUTES 08 SECONDS EAST. A DISTANCE OF 28.34 FEET TO A POINT.
THENCE.
35. NORTH 05 DEGREES 31 MINUTES 17 SECONDS EAST. A DISTANCE OF 15.74 FEET TO A POINT.
THENCE.
36. NORTH 18 DEGREES 48 MINUTES 08 SECONDS EAST. A DISTANCE OF 17.67 FEET TO A POINT.
THENCE.
37. NORTH 08 DEGREES 22 MINUTES 52 SECONDS EAST. A DISTANCE OF 11.16 FEET TO A POINT.
THENCE.

33. NORTH 30 DEGREES 50 MINUTES 41 SECONDS EAST. A DISTANCE OF 26.91 FEET TO A POINT. THENCE.
 39. NORTH 41 DEGREES 18 MINUTES 08 SECONDS EAST. A DISTANCE OF 18.19 FEET TO A POINT. THENCE.
 41. NORTH 70 DEGREES 22 MINUTES 35 SECONDS EAST. A DISTANCE OF 19.64 FEET TO A POINT. THENCE.
 42. NORTH 52 DEGREES 06 MINUTES 36 SECONDS EAST. A DISTANCE OF 11.72 FEET TO A POINT. THENCE.
 42. NORTH 13 DEGREES 33 MINUTES 45 SECONDS EAST. A DISTANCE OF 10.46 FEET TO A POINT. THENCE.
 43. NORTH 02 DEGREES 26 MINUTES 18 SECONDS EAST. A DISTANCE OF 22.45 FEET TO A POINT IN THE DIVIDING LINE BETWEEN LOT 10 BLOCK 916 AND LOT 1. BLOCK 913. THENCE.
 44. ALONG THE DIVIDING LINE BETWEEN LOT 10 BLOCK 916 AND LOT 1. BLOCK 913. NORTH 84 DEGREES - 03 MINUTES - 40 SECONDS EAST. A DISTANCE OF 95.56 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF 1ST STREET. THENCE.
 45. ALONG THE WESTERLY LINE OF 1ST STREET SOUTH 07 DEGREES - 21 MINUTES - 20 SECONDS EAST. A DISTANCE OF 54.86 FEET TO A POINT. THENCE.
- ACROSS LOT 10. BLOCK 916. ALONG THE DIVIDING LINE BETWEEN TRACK 4 AND TRACK 1 THE FOLLOWING TWELVE (12) COURSES
46. SOUTH 82 DEGREES 39 MINUTES 33 SECONDS WEST. A DISTANCE OF 1.90 FEET TO A POINT. THENCE.
 47. SOUTH 69 DEGREES 26 MINUTES 49 SECONDS WEST. A DISTANCE OF 108.57 FEET TO A POINT. THENCE.
 48. SOUTH 46 DEGREES 36 MINUTES 52 SECONDS WEST. A DISTANCE OF 4.06 FEET TO A POINT. THENCE.
 49. SOUTH 13 DEGREES 38 MINUTES 29 SECONDS WEST. A DISTANCE OF 114.25 FEET TO A POINT.
 50. SOUTH 07 DEGREES 20 MINUTES 27 SECONDS EAST. A DISTANCE OF 44.52 FEET TO A POINT. THENCE.
 51. SOUTH 05 DEGREES 32 MINUTES 07 SECONDS WEST. A DISTANCE OF 116.71 FEET TO A POINT. THENCE.
 52. SOUTH 35 DEGREES 23 MINUTES 54 SECONDS EAST. A DISTANCE OF 2.54 FEET TO A POINT. THENCE.
 53. SOUTH 86 DEGREES 13 MINUTES 16 SECONDS EAST. A DISTANCE OF 8.52 FEET TO A POINT. THENCE.
 54. SOUTH 05 DEGREES 40 MINUTES 31 SECONDS WEST. A DISTANCE OF 144.72 FEET TO A POINT. THENCE.
 55. SOUTH 03 DEGREES 19 MINUTES 48 SECONDS WEST. A DISTANCE OF 63.70 FEET TO A POINT. THENCE.
 56. SOUTH 02 DEGREES 40 MINUTES 31 SECONDS EAST. A DISTANCE OF 2.02 FEET TO A POINT. THENCE.
 57. NORTH 84 DEGREES 05 MINUTES 50 SECONDS EAST. A DISTANCE OF 212.99 FEET TO A POINT IN THE WESTERLY LINE OF 1ST STREET. THENCE.

County: Queens Site No: C241192 Brownfield Cleanup Agreement Index : C241192-01-17

53. ALONG THE WESTERLY LINE OF 1ST STREET SOUTH 07 DEGREES 21 MINUTES 20 SECONDS EAST. A DISTANCE OF 74.73 FEET TO THE POINT AND PLACE OF BEGINNING.

AREA = 44,453 S.F. OR 1.021 AC.



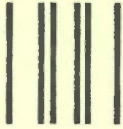
The Durst Organization
1155 Avenue of the Americas
New York, NY 10036

Borough Hall Building
120-55 Queens Boulevard
Ground Floor - Room G-100
Kew Gardens, New York
11424

USPS TRACKING #



9590 9402 8053 2349 7317 26



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Postage & Fees Paid
USPS
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United States
Postal Service

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

Halletts Building 3 SPE LLC
1155 Avenue of the Americas - 5th Floor
New York, New York
10036

9589 0720 5270 0201 3840 22
27 048E T020 0225 0720 6956



9589 0720 5270 0201 3840 22

CERTIFIED MAIL®
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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

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

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<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	

Postmark
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Sent To Borough Hall Building
 Street and Apt. No., or PO Box No. 120 - 55 Queens Boulevard, Floor 610
 City, State, ZIP+4® New Gardens New York 11424

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Notice to Municipality

November 22, 2024

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

The New York City Mayor's Office
250 Broadway, New York, NY 10007

Re: Environmental Easement

Dear Mayor Adams:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on November 6, 2024

by: Halletts Building 3 SPE LLC

for property with a street address of 26-50 1st Street, Astoria, New York 11102

Block 916, Lot 10 on the Tax Map of the City of New York, Queens County

DEC Site No: C241192 (Halletts Point, Buildings 2 and 3)

This Environmental Easement restricts future use of the above-referenced property as described therein. This Environmental Easement restricts future use of the above referenced property to restricted residential uses. It also assures that in areas not proposed for future building construction or impervious covering, residually contaminated soils must be covered by a demarcation layer and must be overlain by at least 2 feet of clean fill cover material. Future approved activity must be done in accordance with the Site Management Plan which is incorporated into the Environmental Easement.

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 approval from the department.

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

Very truly yours,

Halletts Building 3 SPE LLC

By: Halletts Investors Building 3 LLC, its sole member

By: Halletts Members LLC, its sole member

By: The Durst Manager LLC, its Manager

By: SRDA Manager, LLC, its
Managing Member

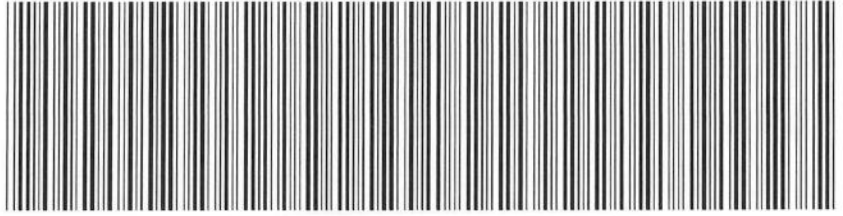
DocuSigned by:
Alexander Durst

By: _____
12C8988186234A...
Name: Alexander Durst

Title: Co-Vice President

**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.



2024110800486001002E4D1C

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 13

Document ID: 2024110800486001
Document Type: EASEMENT
Document Page Count: 12

Document Date: 11-06-2024

Preparation Date: 11-18-2024

PRESENTER:
CHICAGO TITLE INSURANCE COMPANY
711 THIRD AVE, 8TH FLOOR
CT24-80188-Q (CES)
NEW YORK, NY 10017
212-880-1453
CTINYRECORDING@CTT.COM

RETURN TO:
ROSENBERG & ESTIS, P.C.
LARRY R. MERGENTIME, ESQ.
733 THIRD AVENUE
NEW YORK, NY 10017

PROPERTY DATA				
Borough	Block	Lot	Unit	Address
QUEENS	916	10	Entire Lot	26-50 1ST STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:
HALLETT'S BUILDING 3 SPE LLC
C/O: ROYAL REALTY CORP., 1155 AVENUE OF THE AMERICAS
NEW YORK, NY 10036-2711

GRANTEE/BUYER:
COMMISSIONER OF DEPT OF ENVIRONMENTAL CONSERVATION
625 BROADWAY
ALBANY, NY 12233

FEES AND TAXES

Mortgage :		Filing Fee:	
Mortgage Amount:	\$ 0.00	\$	250.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	
Exemption:		\$	0.00
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$ 0.00	\$	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		

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 11-20-2024 14:03
City Register File No.(CRFN):
2024000304590



Colette McLean-Jacques

City Register Official Signature

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

THIS INDENTURE made ^{as of} this 6th day of November, 2024, between Owner, Halletts Building 3 SPE LLC, having an office at c/o Royal Realty Corp., One Bryant Park, New York, County of New York, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

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

WHEREAS, Grantor, is the owner of real property located at the address of 26-40 1st Street a/k/a 26-02 to 26-50 1st 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 number: Block 916 Lot 10, being the same as that property conveyed to Grantor by deed dated May 26, 2016 and recorded in the City Register of the City of New York in City Register File No. 2016000218843 and by deed dated September 29, 2017 and recorded in the City Register of the City of New York in City Register File No. 2017000376110. The property subject to this Environmental Easement (the "Controlled Property") comprises a portion of Block 916 Lot 10 of approximately 1.021 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 10, 2024, and last revised May 23, 2024, prepared by John P. Lynch, 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: C241192-01-17, 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: C241192
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.

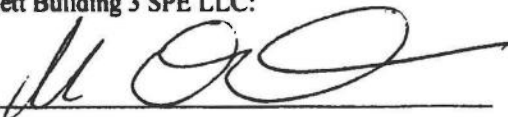
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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.

Hallett Building 3 SPE LLC:

By: 

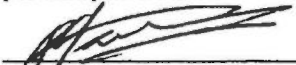
Print Name: Alexander Durst

Title: Co-Vice President Date: _____

Grantor's Acknowledgment

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

On the 29th day of October, in the year 2024, before me, the undersigned, personally appeared Alexander Durst, 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

Pabesara Hewawasum
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HE0029290
Qualified in New York County
My Commission Expires September 30, 2028

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

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

Grantee's Acknowledgment

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

On the 6th day of November in the year 2024 before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem
Notary Public - State of New York

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

SCHEDULE "A" PROPERTY DESCRIPTION

Easement Area Description

BEGINNING AT A POINT OF INTERSECTION OF THE WESTERLY LINE OF 1ST STREET (F.K.A. MILLS STREET, 60 FEET WIDE) WITH THE DIVIDING LINE BETWEEN LOT 10, BLOCK 916 AND LOT 1, BLOCK 490 AND FROM SAID POINT OF BEGINNING, RUNNING THENCE,

1. ALONG THE DIVIDING LINE BETWEEN LOT 10 BLOCK 916 AND LOT 1, BLOCK 490, SOUTH 84 DEGREES - 03 MINUTES - 40 SECONDS WEST, A DISTANCE OF 237.61 FEET TO A POINT, THENCE,

ACROSS LOT 10, BLOCK 916, THE FOLLOWING FORTY-TWO (42) COURSES

2. NORTH 00 DEGREES 59 MINUTES 16 SECONDS EAST, A DISTANCE OF 24.01 FEET TO A POINT, THENCE.
3. NORTH 16 DEGREES 13 MINUTES 41 SECONDS EAST, A DISTANCE OF 13.71 FEET TO A POINT, THENCE.
4. NORTH 06 DEGREES 32 MINUTES 43 SECONDS WEST, A DISTANCE OF 17.49 FEET TO A POINT, THENCE.
5. NORTH 00 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 7.56 FEET TO A POINT, THENCE.
6. NORTH 06 DEGREES 00 MINUTES 29 SECONDS EAST, A DISTANCE OF 20.69 FEET TO A POINT, THENCE.
7. NORTH 05 DEGREES 34 MINUTES 00 SECONDS WEST, A DISTANCE OF 21.60 FEET TO A POINT, THENCE.
8. NORTH 01 DEGREES 12 MINUTES 18 SECONDS WEST, A DISTANCE OF 13.10 FEET TO A POINT, THENCE.
9. NORTH 13 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 5.59 FEET TO A POINT, THENCE.
10. NORTH 18 DEGREES 34 MINUTES 40 SECONDS EAST, A DISTANCE OF 2.96 FEET TO A POINT, THENCE.
11. NORTH 01 DEGREES 40 MINUTES 20 SECONDS EAST, A DISTANCE OF 12.68 FEET TO A POINT, THENCE.
12. NORTH 24 DEGREES 50 MINUTES 37 SECONDS WEST, A DISTANCE OF 12.35 FEET TO A POINT, THENCE.
13. NORTH 15 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 15.96 FEET TO A POINT, THENCE.
14. NORTH 01 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 19.15 FEET TO A POINT, THENCE.
15. NORTH 04 DEGREES 55 MINUTES 05 SECONDS WEST, A DISTANCE OF 28.58 FEET TO A POINT, THENCE.
16. NORTH 01 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 12.51 FEET TO A POINT, THENCE.
17. NORTH 07 DEGREES 59 MINUTES 04 SECONDS WEST, A DISTANCE OF 12.80 FEET TO A POINT, THENCE.

18. NORTH 04 DEGREES 37 MINUTES 18 SECONDS EAST. A DISTANCE OF 13.12 FEET TO A POINT.
THENCE.
19. NORTH 37 DEGREES 07 MINUTES 23 SECONDS WEST. A DISTANCE OF 11.44 FEET TO A POINT.
THENCE.
20. NORTH 10 DEGREES 59 MINUTES 43 SECONDS EAST. A DISTANCE OF 10.63 FEET TO A POINT.
THENCE.
21. NORTH 16 DEGREES 11 MINUTES 30 SECONDS WEST. A DISTANCE OF 14.71 FEET TO A POINT.
THENCE.
22. NORTH 12 DEGREES 19 MINUTES 57 SECONDS WEST. A DISTANCE OF 12.12 FEET TO A POINT.
THENCE.
23. NORTH 10 DEGREES 39 MINUTES 21 SECONDS EAST. A DISTANCE OF 10.00 FEET TO A POINT.
THENCE.
24. NORTH 08 DEGREES 40 MINUTES 31 SECONDS WEST. A DISTANCE OF 9.68 FEET TO A POINT.
THENCE.
25. NORTH 02 DEGREES 14 MINUTES 09 SECONDS EAST. A DISTANCE OF 12.58 FEET TO A POINT.
THENCE.
26. NORTH 03 DEGREES 42 MINUTES 17 SECONDS WEST. A DISTANCE OF 24.95 FEET TO A POINT.
THENCE.
27. NORTH 10 DEGREES 52 MINUTES 43 SECONDS WEST. A DISTANCE OF 9.28 FEET TO A POINT.
THENCE.
28. NORTH 03 DEGREES 11 MINUTES 08 SECONDS WEST. A DISTANCE OF 25.22 FEET TO A POINT.
THENCE.
29. NORTH 11 DEGREES 28 MINUTES 30 SECONDS WEST. A DISTANCE OF 26.24 FEET TO A POINT.
THENCE.
30. NORTH 21 DEGREES 33 MINUTES 41 SECONDS EAST. A DISTANCE OF 8.09 FEET TO A POINT.
THENCE.
31. NORTH 16 DEGREES 28 MINUTES 27 SECONDS WEST. A DISTANCE OF 18.86 FEET TO A POINT.
THENCE.
32. NORTH 12 DEGREES 25 MINUTES 53 SECONDS EAST. A DISTANCE OF 34.22 FEET TO A POINT.
THENCE.
33. NORTH 19 DEGREES 23 MINUTES 11 SECONDS EAST. A DISTANCE OF 20.63 FEET TO A POINT.
THENCE.
34. NORTH 10 DEGREES 31 MINUTES 08 SECONDS EAST. A DISTANCE OF 28.34 FEET TO A POINT.
THENCE.
35. NORTH 05 DEGREES 31 MINUTES 17 SECONDS EAST. A DISTANCE OF 15.74 FEET TO A POINT.
THENCE.
36. NORTH 18 DEGREES 48 MINUTES 08 SECONDS EAST. A DISTANCE OF 17.67 FEET TO A POINT.
THENCE.
37. NORTH 08 DEGREES 22 MINUTES 52 SECONDS EAST. A DISTANCE OF 11.16 FEET TO A POINT.
THENCE.

33. NORTH 30 DEGREES 50 MINUTES 41 SECONDS EAST. A DISTANCE OF 26.91 FEET TO A POINT. THENCE.
 34. NORTH 41 DEGREES 18 MINUTES 08 SECONDS EAST. A DISTANCE OF 18.19 FEET TO A POINT. THENCE.
 41. NORTH 70 DEGREES 22 MINUTES 35 SECONDS EAST. A DISTANCE OF 19.64 FEET TO A POINT. THENCE.
 42. NORTH 52 DEGREES 06 MINUTES 36 SECONDS EAST. A DISTANCE OF 11.72 FEET TO A POINT. THENCE.
 43. NORTH 13 DEGREES 33 MINUTES 45 SECONDS EAST. A DISTANCE OF 10.46 FEET TO A POINT. THENCE.
 43. NORTH 02 DEGREES 26 MINUTES 18 SECONDS EAST. A DISTANCE OF 22.45 FEET TO A POINT IN THE DIVIDING LINE BETWEEN LOT 10 BLOCK 916 AND LOT 1. BLOCK 913. THENCE.
 44. ALONG THE DIVIDING LINE BETWEEN LOT 10 BLOCK 916 AND LOT 1. BLOCK 913. NORTH 84 DEGREES - 03 MINUTES - 40 SECONDS EAST. A DISTANCE OF 95.56 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF 1ST STREET. THENCE.
 45. ALONG THE WESTERLY LINE OF 1ST STREET SOUTH 07 DEGREES - 21 MINUTES - 20 SECONDS EAST. A DISTANCE OF 54.86 FEET TO A POINT. THENCE.
- ACROSS LOT 10. BLOCK 916. ALONG THE DIVIDING LINE BETWEEN TRACK 4 AND TRACK 1 THE FOLLOWING TWELVE (12) COURSES
46. SOUTH 82 DEGREES 39 MINUTES 33 SECONDS WEST. A DISTANCE OF 1.90 FEET TO A POINT. THENCE.
 47. SOUTH 69 DEGREES 26 MINUTES 49 SECONDS WEST. A DISTANCE OF 108.57 FEET TO A POINT. THENCE.
 48. SOUTH 46 DEGREES 36 MINUTES 52 SECONDS WEST. A DISTANCE OF 4.06 FEET TO A POINT. THENCE.
 49. SOUTH 13 DEGREES 38 MINUTES 29 SECONDS WEST. A DISTANCE OF 114.25 FEET TO A POINT.
 50. SOUTH 07 DEGREES 20 MINUTES 27 SECONDS EAST. A DISTANCE OF 44.52 FEET TO A POINT. THENCE.
 51. SOUTH 05 DEGREES 32 MINUTES 07 SECONDS WEST. A DISTANCE OF 116.71 FEET TO A POINT. THENCE.
 52. SOUTH 35 DEGREES 23 MINUTES 54 SECONDS EAST. A DISTANCE OF 2.54 FEET TO A POINT. THENCE.
 53. SOUTH 86 DEGREES 13 MINUTES 16 SECONDS EAST. A DISTANCE OF 8.52 FEET TO A POINT. THENCE.
 54. SOUTH 05 DEGREES 40 MINUTES 31 SECONDS WEST. A DISTANCE OF 144.72 FEET TO A POINT. THENCE.
 55. SOUTH 03 DEGREES 19 MINUTES 48 SECONDS WEST. A DISTANCE OF 63.70 FEET TO A POINT. THENCE.
 56. SOUTH 02 DEGREES 40 MINUTES 31 SECONDS EAST. A DISTANCE OF 2.02 FEET TO A POINT. THENCE.
 57. NORTH 84 DEGREES 05 MINUTES 50 SECONDS EAST. A DISTANCE OF 212.99 FEET TO A POINT IN THE WESTERLY LINE OF 1ST STREET. THENCE.

County: Queens Site No: C241192 Brownfield Cleanup Agreement Index : C241192-01-17

5. . ALONG THE WESTERLY LINE OF 1ST STREET, SOUTH 07 DEGREES 21 MINUTES 20 SECONDS EAST, A DISTANCE OF 74.73 FEET TO THE POINT AND PLACE OF BEGINNING

AREA = 44,453 S.F. OR 1.021 AC



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