



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 6/26/2024
Time Recorded: 10:20 AM

SNEERINGER MONAHAN PROVOST REDGRAVE
TITLE AGENCY
ONE HUDSON CITY CENTER
HUDSON, NY 12534

Document #: 02 2024 1840

Received From: SNEERINGER MONAHAN PROVOST REDGRAVE

Grantor: NORTHSIDE JUNCTION LLC
Grantee: PEOPLE OF THE STATE OF NEW YORK

Recorded In: Deed
Instrument Type: EASE
Tax District: City of Poughkeepsie

Examined and Charged As Follows :

Recording Charge: \$100.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 6276

Number of Pages: 11
*** Do Not Detach This Page
*** This is Not A Bill

Red Hook Transfer Tax:

RP5217: N
TP-584: Y

County Clerk By: jmo
Receipt #: 16532
Batch Record: 131

Bradford Kendall
County Clerk



0220241840

10p 95
np 5
100

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

THIS INDENTURE made this 12th day of June, 2024, between Owner, Northside Junction, LLC, having an office at One Civic Center Plaza, Suite 200, Poughkeepsie, County of Dutchess, 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 58 Parker Ave. & 164 Garden St. in the City of Poughkeepsie, County of Dutchess and State of New York, known and designated on the tax map of the County Clerk of Dutchess as tax map parcel numbers: 6162-62-148369 & 6162-54-177385, being the same as that property conveyed to Grantor by deed dated June 25, 2020 and recorded in the Dutchess County Clerk's Office in Instrument No. 02 2020 51290. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 2.466 +/- acres, and is hereinafter more fully described in the Land Title Survey dated October 24, 2022, and last revised October 4, 2023, prepared by Carney Rhinevault, 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: C314131-10-20, 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 Dutchess County Department of Health 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.

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.

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:

Parties shall address correspondence to: Site Number: C314131
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

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.

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.

Northside Junction, LLC:

By: [Signature]

Print Name: Jason Camporese

Title: Authorized Individual Date: 5/24/24

Grantor's Acknowledgment


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

On the 24th day of May, in the year 2024, before me, the undersigned, personally appeared Jason Camporese, 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.

[Signature]
Notary Public - State of New York

MELISSA MASSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BR6385404
Qualified in Ulster County
My Commission Expires 1/7/27

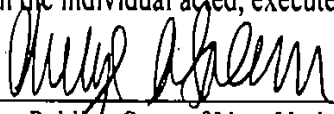
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

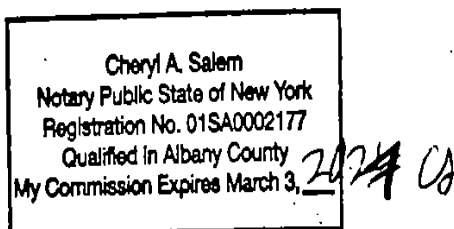
By: 
Janet Brown, Asst. Division Director of
Environmental Remediation

Grantee's Acknowledgment

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

On the 12th day of June, in the year 2024 before me, the undersigned, personally appeared Janet Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York



SCHEDULE "A" PROPERTY DESCRIPTION

DEED DESCRIPTION OF 58 PARKER AVENUE, TAX ID 148369:

TRACT 1, PARCEL II:

ALL THAT TRACT OR PARCEL OF LAND SITUATED AT THE CITY OF POUGHKEEPSIE, COUNTY OF DUTCHESS, NEW YORK STATE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A MONUMENT FOUND AT THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED AND THE NORTHEAST CORNER OF LANDS OF SIMSONS, LTD AS RECORDED IN THE DUTCHESS COUNTY CLERK'S OFFICE AS DOCUMENT 02-2012-5135. THE POINT OF BEGINNING IS ALSO LOCATED IN THE SOUTH BOUNDARY OF PARKER AVENUE AND IS 1114.17 FEET EASTERLY OF THE EAST BOUNDARY OF WASHINGTON AVENUE. THENCE ALONG SAID SOUTH BOUNDARY OF PARKER AVENUE NORTH 69° 47' 07" EAST, 355.52 FEET TO A STEEL REBAR SET VERTICALLY IN THE GROUND. THENCE ALONG LANDS OF THE COUNTY OF DUTCHESS (DOC. 02-2019-8080) ON A CURVE TO THE RIGHT HAVING A LENGTH OF 251.35 FEET A RADIUS OF 890.00 FEET, AND A CHORD OF SOUTH 61° 10' 38" EAST, 250.52 FEET TO A REBAR SET. THENCE ALONG THE WEST BOUNDARY OF GARDEN STREET SOUTH 15° 10' 46" WEST, 22.85 FEET TO A MAGNETIC NAIL FOUND. THENCE ALONG THE LANDS OF NORFE REALTY CORP. (LIBER 999 PAGE 552) THE FOLLOWING FIVE BEARINGS AND DISTANCES:

- 1) A CURVE TO THE LEFT HAVING A LENGTH OF 63.66 FEET, A RADIUS OF 922.37 FEET, AND A CHORD OF NORTH 55° 01' 23" WEST, 63.65 FEET TO A REBAR SET.
- 2) SOUTH 85° 21' 19" WEST, 158.50 FEET
- 3) SOUTH 20° 12' 53" EAST, 85.97 FEET
- 4) SOUTH 69° 47' 07" WEST, 30.00 FEET ALONG AN AGREEMENT LINE
- 5) SOUTH 20° 12' 53" EAST, 45.31 FEET

THENCE ALONG THE NORTH BOUNDARY OF BROOKSIDE AVENUE ON A CURVE TO THE LEFT HAVING A LENGTH OF 89.90 FEET, A RADIUS OF 251.01 FEET, AND A CHORD OF SOUTH 81° 41' 43" WEST, 89.43 FEET THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF BROOKSIDE AVENUE SOUTH 56° 51' 57" WEST, 205.19 FEET TO A REBAR SET THENCE ALONG THE EAST LINE OF LANDS OF GRACE SMITH HOUSE, INC. (DOC. 02-2016-6524) AND THE EAST LINE OF SAID LANDS OF SIMSONS NORTH 20° 12' 53" WEST, 271.70 FEET TO THE POINT OF BEGINNING.

FOR INFORMATION ONLY: CONTAINING 2.106 ACRES OF LAND.

"EXCLUDING THEREFROM ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND DESIGNATED AS CSX UTILITY CORRIDOR (PARCEL # 131300-6162-233288) DESCRIBED AS FOLLOWS

BEGINNING AT A REBAR AND CAP SET IN THE SOUTH BOUNDARY OF PARKER AVENUE LOCATED 224.70 FEET WEST OF THE INTERSECTION OF SAID SOUTH BOUNDARY OF PARKER AVENUE AND THE WEST BOUNDARY OF GARDEN STREET. THENCE ALONG THE WEST BOUNDARY OF LANDS OF STANDARD GAGE & COAL STORAGE SITE NUMBER C314131 (TAX PARCEL 177385) ON A CURVE TO THE RIGHT HAVING A RADIUS OF 933 FEET, A LENGTH OF 190.93 FEET, AND A CHORD OF SOUTH 60° 39' 55" EAST, 190.60 FEET TO A REBAR AND CAP SET. THENCE ALONG SAID WEST BOUNDARY OF GARDEN STREET SOUTH 15° 10' 46" WEST, 49.05 FEET TO A REBAR AND CAP SET. THENCE ALONG THEN EAST BOUNDARY OF STANDARD GAGE & COAL STORAGE SITE NUMBER C314131 (TAX PARCEL 148369) ON A CURVE TO THE LEFT HAVING A RADIUS OF 890 FEET, A LENGTH OF 251.35 FEET, AND A CHORD OF NORTH 61° 10' 38" WEST, 250.52 FEET TO A REBAR AND CAP SET. THENCE ALONG SAID SOUTH BOUNDARY OF PARKER AVENUE NORTH 69° 47' 07" EAST, 61.98 FEET TO THE POINT OF BEGINNING."

DEED DESCRIPTION OF 164 GARDEN ST, TAX ID 177385:
TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF POUGHKEEPSIE COUNTY OF DUTCHESS, NEW YORK STATE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH BOUNDARY OF PARKER AVENUE AND THE WEST BOUNDARY OF GARDEN STREET. THENCE ALONG SAID WEST BOUNDARY OF GARDEN STREET SOUTH 13° 07' 04" WEST, 183.01 FEET TO A STEEL REBAR SET VERTICALLY IN THE GROUND. THENCE ALONG THE NORTHEAST LINE OF LANDS OF THE COUNTY OF DUTCHESS AS RECORDED IN THE DUTCHESS COUNTY CLERK'S OFFICE AS DOCUMENT 02-2019-8080 ON A CURVE TO THE LEFT HAVING A LENGTH OF 190.33 FEET, A RADIUS OF 933.00 FEET, AND A CHORD OF NORTH 60° 39' 55" WEST, 190.60 FEET TO ANOTHER REBAR SET. THENCE ALONG SAID SOUTH BOUNDARY OF PARKER AVENUE NORTH 70° 04' 34" EAST, 146.55 FEET AND NORTH 63° 27' 44" EAST, 78.15 FEET TO THE POINT OF BEGINNING.

FOR INFORMATION ONLY: CONTAINING 0.36 ACRES OF LAND.

TOTAL ACREAGE OF BROWNFIELD CLEANUP PROPERTIES: 2.466 ACRES