SULLIVAN COUNTY – STATE OF NEW YORK
DANIEL L BRIGGS, COUNTY CLERK
100 NORTH STREET, MONTICELLO, NY 12701

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH

INSTRUMENT #: 2019-8634

Receipt#: 2019774390
Clerk: LM
Rec Date: 12/03/2019 03:22:47 PM
Doc Grp: RP
Descrip: EASEMENT
Num Pgs: 11
Rec'd Frm: KEVIN

Party1: SULLIVAN RESORTS LLC
Party2: PEOPLE OF THE STATE OF NEW YORK
Town: LIBERTY

Recording:

Cover Page	5.00
Recording Fee	70.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	100.00
Transfer Tax	
Transfer Tax	0.00
Sub Total:	0.00
Total:	100.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 1383
Transfer Tax
Consideration: 0.00

Total: 0.00

I hereby certify that the within and foregoing was recorded in the Sullivan County Clerk's Office

Daniel L. Briggs

Daniel L. Briggs
Sullivan County Clerk

Record and Return To:

P/U AT FRONT COUNTER BY KEVIN

THIS IS NOT AN INVOICE

SULLIVAN COUNTY CLERK

DANIEL L. BRIGGS

Receipt

Receipt Date: 12/03/2019 03:22:47 PM
RECEIPT # 2019774390

Recording Clerk: LM
Cash Drawer: CASH5
Rec'd Frm: KEVIN

Instr#: 2019-8634
DOC: EASEMENT
DEED STAMP: 1383
OR Party: SULLIVAN RESORTS LLC
EE Party: PEOPLE OF THE STATE OF NEW YORK

Recording Fees	
Cover Page	$5.00
Recording Fee	$70.00
Cultural Ed	$14.25
Records Management - County	$1.00
Records Management - State	$4.75
TP584	$5.00
Transfer Tax	
Transfer Tax	$0.00
DOCUMENT TOTAL: ---->	$100.00

Receipt Summary	
Document Count: 1	
TOTAL RECEIPT: ---->	$100.00
TOTAL RECEIVED: ---->	$100.00
CASH BACK: ---->	$0.00

PAYMENTS
Check # 1297 -> $100.00
MCMANUS & ASSOCIATES LLC

RECEIVED
SULLIVAN COUNTY CLERK
19 DEC -3 PM 3:23

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

THIS INDENTURE made this 25th day of November, 2019, between Owner, Sullivan Resorts, LLC, having an office at 7 Renaissance Square, White Plains, New York 10601, County of Westchester, 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 1, 14 and 166 Clements Road and 27-127 Grossinger Road in the Town of Liberty, County of Sullivan and State of New York, known and designated on the tax map of the County Clerk of Sullivan as tax map parcel numbers: Section 30 Block 1 Lot 1.1, being a portion of the property conveyed to Grantor by deed dated February 26, 1999 and recorded in the Sullivan County Clerk's Office in Liber and Page 2090/503. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 17.30 +/- acres, and is hereinafter more fully described in the Land Title Survey dated December 12, 2018 and last revised August 28, 2019 prepared by Gary Packer, P.L.S. of Packer Associates, Inc., 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: C353015-02-18, 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:

Residential as described in 6 NYCRR Part 375-1.8(g)(2)(i), 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 Sullivan 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 raising livestock or producing animal products for human consumption, 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: C353015
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.

Sullivan Resorts, LLC:

By: _____

Print Name: LOUIS R CAPPELLI

Title: MANAGING MEMBER Date: 11/18/19

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER

On the 18 day of Nov, in the year 2019, before me, the undersigned, personally appeared Louis R. Cappelli, 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
JANINE C. FEVOLA
Notary Public, State of New York
No. 01FE6186788
Qualified in Westchester County
Commission Expires May 12, 20 22

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: _____
Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 25th day of November, in the year 2019, before me, the undersigned, personally appeared Michael J. Ryan, 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

JUSTIN F STENERSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02ST6383061
Qualified in Ulster County
Commission Expires November 13, 2022

SCHEDULE "A" PROPERTY DESCRIPTION

COMMENCING at a ½" rebar set at the most easterly corner of land now or formerly of Naomi Batista (Instrument No. 2013-5662), said ½" rebar is further described as being located at North 1076803.94 and East 429638.61, per the New York State Plane Coordinate System East Zone (NAD 83).

A. Thence from said place of Commencement, South 44 degrees 57 minutes 47 seconds East 195.21 feet, to the TRUE PLACE OF BEGINNING, which TRUE PLACE OF BEGINNING is further described as being located at North 1076665.82 and East 429776.55, per the New York State Plane Coordinate System East Zone (NAD 83).

B. Thence from said TRUE PLACE OF BEGINNING, the following sixty-four (64) courses and distances:
   1) North 08 degrees 40 minutes 45 seconds East 51.01 feet
   2) North 31 degrees 14 minutes 57 seconds East 69.33 feet
   3) North 26 degrees 07 minutes 48 seconds East 45.14 feet
   4) North 00 degrees 42 minutes 25 seconds West 44.60 feet
   5) North 51 degrees 06 minutes 46 seconds West 7.52 feet
   6) North 42 degrees 02 minutes 38 seconds West 8.34 feet
   7) North 33 degrees 10 minutes 43 seconds West 9.96 feet
   8) North 24 degrees 35 minutes 59 seconds West 16.09 feet
   9) North 16 degrees 10 minutes 23 seconds West 10.73 feet
   10) North 08 degrees 00 minutes 35 seconds West 16.92 feet
   11) North 01 degrees 32 minutes 50 seconds West 13.42 feet
   12) North 05 degrees 11 minutes 39 seconds East 20.11 feet
   13) North 10 degrees 48 minutes 04 seconds East 33.38 feet
   14) North 01 degrees 26 minutes 20 seconds East 56.23 feet
   15) North 03 degrees 33 minutes 21 seconds West 76.88 feet
   16) North 07 degrees 22 minutes 43 seconds East 33.79 feet
   17) North 02 degrees 24 minutes 58 seconds East 58.30 feet
   18) North 05 degrees 35 minutes 16 seconds West 7.14 feet
   19) North 33 degrees 21 minutes 51 seconds West 17.36 feet
   20) North 72 degrees 47 minutes 42 seconds West 87.14 feet
   21) North 15 degrees 31 minutes 53 seconds East 131.19 feet
   22) South 75 degrees 16 minutes 51 seconds East 69.89 feet
   23) North 14 degrees 21 minutes 21 seconds East 151.38 feet
   24) South 75 degrees 38 minutes 39 seconds East 152.78 feet
   25) North 85 degrees 04 minutes 08 seconds East 88.89 feet
   26) North 03 degrees 50 minutes 34 seconds West 120.43 feet
   27) North 05 degrees 42 minutes 38 seconds East 35.44 feet
   28) North 24 degrees 36 minutes 15 seconds East 58.79 feet
   29) North 19 degrees 14 minutes 32 seconds East 46.58 feet
   30) North 15 degrees 17 minutes 17 seconds East 15.05 feet

31) North 09 degrees 08 minutes 32 seconds East 34.91 feet
32) North 10 degrees 48 minutes 46 seconds East 20.88 feet
33) North 03 degrees 13 minutes 08 seconds West 127.86 feet
34) North 28 degrees 33 minutes 42 seconds East 58.07 feet
35) South 33 degrees 43 minutes 33 seconds East 168.11 feet
36) South 46 degrees 53 minutes 58 seconds East 117.43 feet
37) South 21 degrees 31 minutes 35 seconds East 126.65 feet
38) South 33 degrees 43 minutes 33 seconds East 439.10 feet
39) South 53 degrees 50 minutes 06 seconds West 37.82 feet
40) South 51 degrees 16 minutes 06 seconds West 157.87 feet
41) South 48 degrees 28 minutes 21 seconds West 64.64 feet
42) South 43 degrees 29 minutes 12 seconds West 39.30 feet
43) South 38 degrees 47 minutes 27 seconds West 53.05 feet
44) South 26 degrees 46 minutes 19 seconds West 16.66 feet
45) South 14 degrees 45 minutes 11 seconds West 11.83 feet
46) South 11 degrees 31 minutes 01 seconds West 27.10 feet
47) South 03 degrees 28 minutes 24 seconds West 40.23 feet
48) South 01 degrees 20 minutes 02 seconds East 41.72 feet
49) South 03 degrees 08 minutes 20 seconds East 15.12 feet
50) South 04 degrees 56 minutes 37 seconds East 97.68 feet
51) South 06 degrees 13 minutes 54 seconds East 92.66 feet
52) South 09 degrees 16 minutes 13 seconds East 25.11 feet
53) South 12 degrees 16 minutes 09 seconds East 55.75 feet
54) South 05 degrees 33 minutes 42 seconds East 14.02 feet
55) South 01 degrees 08 minutes 45 seconds West 11.08 feet
56) South 41 degrees 50 minutes 58 seconds West 340.29 feet
57) North 55 degrees 55 minutes 06 seconds West 151.62 feet
58) North 54 degrees 09 minutes 36 seconds West 115.32 feet
59) North 50 degrees 53 minutes 15 seconds West 29.09 feet
60) North 47 degrees 40 minutes 49 seconds West 130.80 feet
61) North 47 degrees 37 minutes 57 seconds West 25.79 feet
62) North 67 degrees 14 minutes 57 seconds West 10.07 feet
63) North 86 degrees 51 minutes 57 seconds West 5.44 feet
64) North 36 degrees 29 minutes 19 seconds West 41.41 feet, to the TRUE PLACE OF BEGINNING.

CONTAINING 17.30 acres of land.

BEARINGS are per the New York State Plane Coordinate System East Zone (NAD 83).