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Official Receipt for Recording in:

Ulster County Clerk  
244 Fair Street  
Kingston, NY 12401

Issued To:  
10 EAST CHESTER STREET LLC

Recording Fees

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Document Description	Number	Vol#	Page	Recording Amount
D14	00030568	04348	00179	49.00
KINGSTON CITY DR-10 EAST CHESTER STREET LLC IN-DEPARTMENT OF ENVIRONMENTAL CONSERVATION				
TP584	00030568			5.00
Tax-Trnsf	00030568	04348	00179	.00
DR-10 EAST CHESTER STREET LLC IN-DEPARTMENT OF ENVIRONMENTAL CONSERVATION				

2006-00030568

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54.00

Collected Amounts

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Payment Type	Amount
Cash	100.00
	----- 100.00

Total Received :	100.00
Less Total Recordings:	54.00
	-----
Change Due :	46.00

Thank You  
NINA POSTUPACK - County Clerk

By - rsec rsec

Receipt#    Date    Time  
0491757    12/11/2006    12:11p

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## ENVIRONMENTAL EASEMENT

THIS INDENTURE made this 21<sup>st</sup> day of November, 2006, between 10 East Chester Street, LLC having an office at 430 East Genesee Street, Syracuse, NY 13202, (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 ("brownfield 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 of ensuring the potential 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 brownfield site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located in the City of Kingston, County of Ulster, New York known as 10 East Chester Street and designated on the tax map of the City of Kingston as tax map parcel numbers 56.26-11-14, 56.26-11-15 and 56.26-11-43 and a gore parcel being the same as that property conveyed to Grantor by deeds on August 16, 2004, August 25, 2004 and July 19, 2005 and recorded in the Land Records of the Ulster County Clerk as Document Numbers 2004-00026799, 2004-00033129, 2004-00033130, and 2005-00022889, comprised of approximately 0.866 acres, and hereinafter more fully described in Schedule A attached hereto and made a part hereof ( the "Controlled Property"); and

**WHEREAS**, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this 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 covenants and mutual promises contained herein and the terms and conditions of Brownfield Cleanup Agreement Number Index No.: W3-0980-03-12,

Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL 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 potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls 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. The Controlled Property may be used for restricted commercial or industrial use as long as the following long-term engineering controls are employed:

(i) the Grantor or its successors in title must maintain a barrier layer on the Controlled Property of either one foot of clean fill or an alternative barrier layer approved by the NYSDEC, such as concrete, asphalt, or structure;

(ii) any proposed soil excavation on the Controlled Property below the barrier layer requires prior notification and prior approval by NYSDEC in accordance with the Site Management Plan approved by NYSDEC for this site, and the excavated soil must be managed, characterized, and properly disposed of in accordance with NYSDEC regulations and directives;

(iii) any area of soil excavation below the barrier layer that is to be returned to vegetated soil (i.e.: not concrete, asphalt or structures) must be backfilled with a minimum one (1) foot layer of clean fill underlain by a demarcation layer;

(iv) any future structures shall be constructed with a sub-slab depressurization system approved by the NYSDEC; and

(v) the use of groundwater underlying the Controlled Property is prohibited without prior approval from NYSDEC for treatment rendering it safe for use for drinking or industrial purposes.

B. The Controlled Property may not be used for a higher level of use such as restricted residential use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of 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 of Title 36 to  
Article 71 of the Environmental Conservation Law.**

D. 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.

E. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

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 Controlled Property, including:

1. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, 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 intentionally violates this environmental easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or the Satisfactory Completion of Project provided under ECL Article 56, Title 5 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. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

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 its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing its County tax map number or the Liber and Page or computerized system tracking/ identification number and address correspondence to:

Division of Environmental Enforcement  
Office of General Counsel  
New York State Department of Environmental Conservation  
625 Broadway  
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or 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. This environmental easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation 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 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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

10 East Chester Street, LLC

By: 

Robert M. Petrovich

Title: Managing Member

Date: 11/21/06

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

By: 

~~Denise M. Sheehan, Commissioner~~

LYNETTE M. STARK

EXECUTIVE DEPUTY Commissioner

Grantor's Acknowledgment

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF Onondaga

On the 21<sup>ST</sup> day of November in the year 2006, before me, the undersigned, personally appeared Robert M. Petrovich, 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

MARK J. ENGLISH  
Notary Public, State of New York  
No. 4953038  
Qualified in Onondaga County  
Commission Expires July 3, 192007

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss:

W. D. Sanza  
Notary Public - State of New York

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## SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Kingston, County of Ulster and State of New York, described as follows:

Beginning at the corner formed by the intersection of the Northerly side of Broadway with the Easterly side of East Chester Street, and running:

- 1) - thence from said point of beginning along the Easterly side of East Chester Street North  $32^{\circ} 36' 00''$  East, 200.56 feet to a point;
- 2) thence along the Southerly line of lands of Rondout Savings Bank, Liber 1193 Page 943, and partially along the existing building wall, South  $61^{\circ} 42' 00''$  East, 182.33 feet to a point;
- 3) thence along the Westerly line of lands of Rondout Savings Bank and along the existing building the following courses and distances: South  $28^{\circ} 08' 10''$  West, 100.00 feet to a point;
- 4) thence still along lands of Rondout Savings Bank the following courses and distances: North  $61^{\circ} 42' 00''$  West, 1.09 feet to a recovered pipe;
- 5) thence South  $23^{\circ} 18' 00''$  West, 100.00 feet to a recovered bar on the Northerly side of Broadway;
- 6) thence along the Northerly side of Broadway North  $61^{\circ} 42' 00''$  West, 196.58 feet to the place of beginning.

CONTAINING: 0.866 Acre

All bearings are referred to Magnetic North.





New York State Department of Taxation and Finance

**Combined Real Estate  
Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Please print or type.

**Schedule A — Information relating to conveyance**

<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input checked="" type="checkbox"/> Other	Grantor/Transferor	Name (If individual: last, first, middle initial) <b>10 East Chester Street, LLC</b>	Social security number
		Mailing address <b>430 East Genesee Street</b>	Social security number
		City <b>Syracuse</b>	State <b>NY</b>
		ZIP code <b>13202</b>	Federal employer ident. number <b>20-0222663</b>
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input checked="" type="checkbox"/> Other	Grantee/Transferee	Name (If individual: last, first, middle initial) <b>The State of New York; c/o Department of Environmental Conservation</b>	Social security number
		Mailing address <b>625 Broadway</b>	Social security number
		City <b>Albany</b>	State <b>NY</b>
		ZIP code <b>12233</b>	Federal employer ident. number <b>Exempt 14-6013200</b>

Location and description of property conveyed

Tax map designation			Address	City/village	Town	County
Section	Block	Lot				
56.26	11	14	10 East Chester Street and gore parcel	Kingston		Ulster
56.26	11	15				
56.26	11	43				

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance	Percentage of real property conveyed which is residential
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building	11 21 06	real property _____ %
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building	month day year	(see instructions)
4 <input checked="" type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____		

Condition of conveyance (check all that apply)

- |   |  |  |
|---|--|--|
| a. <input type="checkbox"/> Conveyance of fee interest  | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | i. <input type="checkbox"/> Option assignment or surrender   |
| b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)   | g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)                         | m. <input type="checkbox"/> Leasehold assignment or surrender  |
| c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)   | h. <input type="checkbox"/> Conveyance of cooperative apartment(s)   | n. <input type="checkbox"/> Leasehold grant  |
| d. <input type="checkbox"/> Conveyance to cooperative housing corporation   | i. <input type="checkbox"/> Syndication  | o. <input checked="" type="checkbox"/> Conveyance of an easement   |
| e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. <input type="checkbox"/> Conveyance of air rights or development rights   | p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) |
|   | k. <input type="checkbox"/> Contract assignment  | q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state                        |
|   |  | r. <input type="checkbox"/> Other (describe) _____   |

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part I \$ _____		
	Schedule B, Part II \$ _____		

**Schedule B — Real estate transfer tax return (Tax Law, Article 31)****Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (If you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ..... ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.	
2.	
3.	
4.	
5.	
6.	

**Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) .....
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.	
2.	
3.	

**Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☒
- b. Conveyance is to secure a debt or other obligation ..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐
- e. Conveyance is given in connection with a tax sale ..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐
- g. Conveyance consists of deed of partition ..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k ☐
- l. Other (attach explanation) ..... l ☐

\*Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C — Credit Line Mortgage Certificate** (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
  2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
    - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
    - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
    - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
    - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

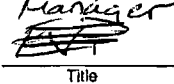
**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

  - ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
    - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
    - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
  4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the **NYC Department of Finance**.)

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete.

  
Grantor signature

  
Title

  
Grantee signature

  
Title

Grantor signature

Title

Grantee signature

Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date \_\_\_\_\_ to \_\_\_\_\_ Date \_\_\_\_\_ (see Instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

# S&W Redevelopment

of North America, LLC

430 East Genesee Street

Suite 401

Syracuse, NY 13202

tel. (315) 422-4949

fax. (315) 422-2124

web. [www.swredev.com](http://www.swredev.com)

December 11, 2006

Honorable James Sottile  
Mayor  
City of Kingston  
420 Broadway  
Kingston, NY 12401

Michael P. Hein  
County Administrator  
Ulster County  
County Office Building, 6<sup>th</sup> Floor  
244 Fair Street  
Kingston, NY 12401

Re: Environmental Easement  
10 East Chester Street Site  
Broadway and Chester Street  
Kingston, NY 12401

Dear Honorable James Sottile and Michael Hein,

As required under the New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) we are informing your office of the filing of an Environmental Easement for the above referenced property.

All required clean up for this property had been completed under the BCP, and NYSDEC will issue a Certificate of Completion (COC) for the property this year.

We have enclosed a copy of the Easement which was filed with the deed in the Ulster County Clerk's Office on July 14, 2006.

If you have any questions, please contact me.

Sincerely,



Robert M. Petrovich  
Executive Vice President



Stearns & Wheeler  
Companies

PROJECTS\N-xxxx\N5000\N5007-10 Chester St. RI-RAWP\Correspondence\Env Easement Cover Ltr 12.7.06.doc

Connecticut Maryland Massachusetts New Hampshire New York North Carolina Virginia

# S&W Redevelopment

of North America, LLC

430 East Genesee Street  
Suite 401  
Syracuse, NY 13202  
tel. (315) 422-4949  
fax. (315) 422-2124  
web. www.swredev.com

December 11, 2006

Honorable James Sottile  
Mayor  
City of Kingston  
420 Broadway  
Kingston, NY 12401

Michael P. Hein  
County Administrator  
Ulster County  
County Office Building, 6<sup>th</sup> Floor  
244 Fair Street  
Kingston, NY 12401

Re: Environmental Easement  
10 East Chester Street Site  
Broadway and Chester Street  
Kingston, NY 12401

Dear Honorable James Sottile and Michael Hein,

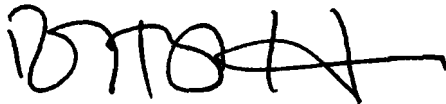
As required under the New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) we are informing your office of the filing of an Environmental Easement for the above referenced property.

All required clean up for this property had been completed under the BCP, and NYSDEC will issue a Certificate of Completion (COC) for the property this year.

We have enclosed a copy of the Easement which was filed with the deed in the Ulster County Clerk's Office on July 14, 2006.

If you have any questions, please contact me.

Sincerely,



Robert M. Petrovich  
Executive Vice President



Stearns & Wheeler  
Companies

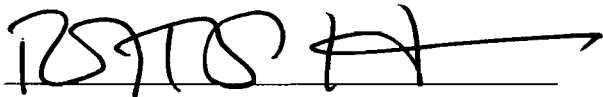
PROJECTS\N-xxxx\N5000\N5007-10 Chester St. RI-RAWP\Correspondence\Env Easement Cover Ltr 12.7.06.doc

Connecticut Maryland Massachusetts New Hampshire New York North Carolina Virginia

***10 East Chester Street, LLC  
Site No. C356032  
Kingston, Ulster County, NY***

**CERTIFICATION OF MAILING**

I certify that I mailed on 12-11-06 a copy of the attached Notice by first class mail to the chief executives of the affected local governments: City of Kingston and Ulster County, New York, by depositing a true copy thereof, securely enclosed in a postpaid wrapper, in the Post Office box at 420 East Genesee Street in the City of Syracuse, New York, which box is under the exclusive care and custody of the United States Post Office Department:



Signature

Date: December 11, 2006

Robert M. Petrovich  
Manager  
10 East Chester Street., LLC