

## OFFICE OF GENERAL COUNSEL

New York State Department of Environmental Conservation  
625 Broadway, 14th Floor, Albany, New York 12233-1500  
Phone: (518) 402-9185 • Fax: (518) 402-9018  
www.dec.ny.gov

**FILE COPY**

November 16, 2017

Sent Via FedEx Express  
Tracking No. 7707 0867 9201

Ms. Meaghan A. Colligan, Esq.  
Knauf Shaw, LLP  
1400 Crossroads Building  
2 State Street  
Rochester, NY 14614-1365

**RE: Environmental Easement Package**  
**Site Name: Chicken Island**  
**Site No.: C360083**

Dear Ms. Colligan:

Enclosed, please find the fully executed Environmental Easements and TP 584, City of Yonkers Real Property Transfer tax forms referencing the Chicken Island Site, Yonkers Community Development Agency, Fleet New Main Street, LLC and the City of Yonkers.

Once the Environmental Easements are recorded, the local municipality will need to be notified via Certified Mail, Return Receipt Requested.

Please return a copy of the recorded easement marked by the County Clerk's Office with the date and location of recording, and a certified copy of the municipal notice. The information from the recorded easement and notices are necessary to process the Certificate of Completion.

If you have any further questions or concerns relating to this matter, please contact our office at 518-402-9510.

Sincerely,

*Andrew Guglielmi*

Andrew Guglielmi, Esq.  
Section Chief A  
Bureau of Remediation



Department of  
Environmental  
Conservation

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

**THIS INDENTURE** made this 13<sup>th</sup> day of November, 2017, between Owner Fleet New Main Street LLC, having an office at 225 Millburn Avenue, Suite 202, Millburn, New Jersey 07041, County of Essex, State of New Jersey (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 9 Ann Street in the City of Yonkers, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel numbers: Section 1 Block 484 Lot 15, being the same as that property conveyed to Grantor by deed dated August 23, 2016 and recorded in the Westchester County Clerk's Office as Control #562313548.

**WHEREAS**, Grantor, is the owner of real property located at the address of 131 New Main Street in the City of Yonkers, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel numbers: Section 1 Block 484 Lot 51, being the same as that property conveyed to Grantor by deed dated August 23, 2016 and recorded in the Westchester County Clerk's Office as Control #562313548.

**WHEREAS**, Grantor, is the owner of real property located at the address of 129 New Main

Street in the City of Yonkers, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel numbers: Section 1 Block 484 Lot 53, being the same as that property conveyed to Grantor by deed dated August 23, 2016 and recorded in the Westchester County Clerk's Office as Control #562313481.

**WHEREAS**, the property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.334 +/- acres, and is hereinafter more fully described in the Land Title Survey dated July 26, 2017 prepared by Steven J. Willard, P.L.S. of Contractors' Line & Grade South, LLC, 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: A3-0572-1006 as amended August 21, 2017, 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 Westchester 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.

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: C360083  
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.

**Remainder of Page Intentionally Left Blank**  
**IN WITNESS WHEREOF,** Grantor has caused this instrument to be signed in its name.

Fleet New Main Street LLC:

By: 

Print Name: Marc E. Berson

Title Managing Director Date: 9.15.2017

**Grantor's Acknowledgment**

STATE OF NEW ~~YORK~~ <sup>Jersey</sup> )  
 ) ss:  
COUNTY OF Essex )

On the 15<sup>th</sup> day of September, in the year 20 17, before me, the undersigned, personally appeared Marc E. Berson, 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.

Maria Binetti  
Notary Public - State of New ~~York~~ <sup>Jersey</sup>

MARIA BINETTI  
A Notary Public of New Jersey  
My Commission Expires June 1, 2022



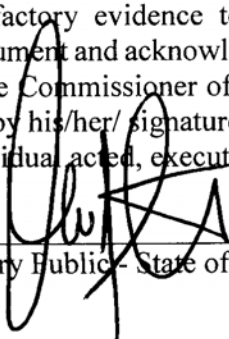
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:   
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 13<sup>th</sup> day of November, in the year 2017, before me, the undersigned, personally appeared Robert W. Schick, 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

**David J. Chiusano**  
Notary Public, State of New York  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2018

**SCHEDULE "A" PROPERTY DESCRIPTION**

**FLEET NEW MAIN STREET LLC ENVIRONMENTAL EASEMENT  
LEGAL DESCRIPTION**

**ALL THAT CERTAIN** plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, for the purposes of a BCP Site, being more particularly bounded and described as follows:

**COMMENCING ALONG A TIE** from the intersection of the northeasterly line of New Main Street as established by Control No. 443490783, Liber 12010 Page 25, Liber 12071 Page 232, Liber 10495 Page 41, Liber 9019 Page 263, and Liber 12433 Page 226 and the northwesterly line of Nepperhan Avenue as established by appropriation map 4 parcel 4, prepared by Chas. H. Sells, Inc. on November 10, 1966 and filed in the Westchester County Clerk's Office on June 17, 1968 as Map No. 16096 and continuing along the aforementioned northeasterly line of New Main Street, North 37°02'54" West, a distance of 288.55 feet to the centerline of Ann Street (formerly known as Post Lane), and continuing still along the aforementioned northeasterly line of New Main Street as established by "Survey of Property situated in the City of Yonkers" prepared by Chas. J. Dearing, dated November 12, 1948 on file at the Office of the Title Guarantee and Trust Company as Title No. 6-024537 and "Map of Survey of Property Nos. 117 to 125 and No. 131 New Main Street - Yonkers, NY" prepared by John E. Warneck, dated December 4, 1948 on file at the Office of the Title Guarantee and Trust Company as Title No. 6-024537, North 36°25'59" West, a distance of 24.43 feet to the northwesterly line Ann Street as established by aforementioned Warneck Map (Title No. 6-024537) to the **POINT OR PLACE OF BEGINNING:**

**FROM SAID POINT OF BEGINNING;**

**CONTINUING** along said northeasterly line of New Main Street, North 36°25'59" West, a distance of 76.27 feet to the southeasterly line of Section 1 Block 484 Lot 55 of the Official Tax Map of the City of Yonkers, as established by Liber 7790 page 267, aforementioned Dearing Map (Title No. 6-001012, etc.), aforementioned Dearing Map (Title No. 6-024537) and Control No. 450880284;

**CONTINUING** along the southeasterly and northeasterly lines of Section 1 Block 484 Lots 55 and 8 as established by aforementioned Dearing Map (Title No. 6-024537), aforementioned Warneck Map (Title No. 6-024537), "Map of Survey of Property No. 8 Palisade Avenue and SE Cor. of New Main Street and thru to James Street - Yonkers, NY" prepared by Chas. J. Dearing, dated October 27, 1937, last updated August 29, 1938 on file at the Office of the Title Guarantee and Trust Company as Title Nos. 6-001012, 6-002540, 6-002693 and 6-002941 and aforementioned Control No. 450880284, the following three (3) courses and distances;

- 1) North 53°11'51" East, a distance of 90.23 feet,
- 2) North 37°13'09" West, a distance of 40.30 feet and
- 3) North 53°16'38" East, a distance of 66.01 feet;

**THENCE** South 36°21'38" East, a distance of 64.02 feet;

**THENCE** South 18°29'09" East, a distance of 62.31 feet to the aforementioned northwesterly line of Ann Street and continuing along same, South 56°00'32" West, a distance of 136.53 feet to the **POINT OR PLACE OF BEGINNING**.

**CONTAINING** an area of 14,530 square feet or 0.334 acres of land more or less.



**CITY OF YONKERS**  
**REAL PROPERTY TRANSFER TAX RETURN**  
**FINANCE DEPARTMENT**  
PURSUANT TO CHAPTER 15 TAXES, ARTICLE V, GENERAL ORDINANCE 8-1973 AS AMENDED  
BY G.O. 4-1984, G.O. 10-1989, G.O. 3-1998 and G.O. 7-2005

(Grantor: ) <u>Fleet New Main Street LLC</u>				<b>NOTE: FILING OF THIS RETURN DOES NOT CONSTITUTE NOTICE TO THE CITY OF YONKERS <u>TO CHANGE THE ADDRESS</u> FOR PROPERTY TAXES. PROPERTY OWNERS MUST PROVIDE A WRITTEN NOTICE ADVISING THE CITY OF CORRECT NAME AND MAILING ADDRESS.</b>	
Name					
Millburn Avenue, Ste. 202	Millburn	NJ	07041		
Address		City	State Zip		
(Grantee) <u>People of the State of New York Through Commissioner of NYSDEC</u>				<b>SEND INFORMATION TO:</b> <b>CITY OF YONKERS</b> <b>ASSESSMENT OFFICE</b> <b>CITY HALL - ROOM 100</b> <b>40 SOUTH BROADWAY</b> <b>YONKERS, N.Y. 10701</b>	
Name					
625 Broadway, 14th Floor	Albany	NY	2233-1500		
Address		City	State Zip		
(Grantor's Att'y)		1400 Crossroads Building, 2 State Street, Rochester, NY 14614		<b>FOR DEPARTMENT USE ONLY</b>	
Name		Address City State Zip			
(Grantee's Att'y)		Bradford Burns, NYSDEC 625 Broadway Albany NY 12233-1500			
Name		Address City State Zip			

<b>LOCATION OF PROPERTY TRANSFERRED</b>			
Address: <u>Environmental Easements at 9 Ann Street, 131 New Main Street, and 129 New Main Street</u>			
<u>1-484-15; 1-484-51; 1-484-53</u>			
City Tax Map	Section	Block	Lot
DATE OF DELIVERY OF DEED TO GRANTEE: _____			

**COMPUTATION OF TAX**

**NOTES:**

- If item 1 is \$25,000 or less, enter zero in items 3 and 5. If exemption is claimed, attach a **notarized AFFIDAVIT OF EXEMPTION and SUPPORTING DOCUMENTATION** showing grounds for exemption.
- Where the transfer is by a corporation in liquidation or to a corporation in exchange for capital stock, complete Schedule B on Page 2.

1. Total Consideration Paid or Required to be Paid	\$0
2. Allocated Consideration Subject to Tax (Schedule A)	N/A
3. Tax Due-1.5% of Item 1 or 2 Whichever is Applicable	\$0
4. Add - Penalty and Interest	\$0
5. Total Tax, Penalty and Interest Due	\$0

MAKE CERTIFIED CHECK PAYABLE TO THE CITY OF YONKERS  
CITY HALL - TAX OFFICE ROOM 108, 40 SOUTH BROADWAY, YONKERS, NEW YORK 10701

**AFFIDAVIT OF GRANTOR**

I swear (or affirm) that this return including the accompanying schedules or statements, has been examined by me, and is to the best of my knowledge and belief, a true and complete return, made in good faith, pursuant to Chapter 15, Article V, of the General Ordinance 8-1973 as amended by G.O. 4-1984, G.O. 10-1989, G.O. 3-1998 and G.O. 7-2005

Sworn to and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_ Fleet New Main Street LLC

Signature of Officer Administering Oath	<div style="border: 1px solid black; padding: 5px; text-align: center;">MARIA P. IOVINO Notary Public State of New Jersey My Commission Expires Jan. 3, 2021</div> <div style="text-align: right;">(Signature of owner, partner, officer of corporation, etc.)</div>
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**AFFIDAVIT OF GRANTEE**

I swear (or affirm) that this return including the accompanying schedules or statements, has been examined by me, and is to the best of my knowledge and belief, a true and complete return, made in good faith, pursuant to Chapter 15, Article V, of the General Ordinance 8-1973 as amended by G.O. 4-1984, G.O. 10-1989, G.O. 3-1998 and G.O. 7-2005

Sworn to and subscribed to before me this 14<sup>th</sup> day of Nov 2017 People of the State of New York Through Commissioner of NYSDEC

Signature of Officer Administering Oath	<div style="text-align: right;">(Name of Grantee) <u>Andrew Guglielmini, Esq.</u></div> <div style="text-align: right;">(Signature of owner, partner, officer of corporation, etc.)</div>
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**Wiring information:** Hudson Valley Bank Getty Square Office | 61 South Broadway Yonkers NY 10701 | ACCOUNT NAME: City of Yonkers Transfer Tax | ABA#021909300 | ACCOUNT # 0324910701 | Email paperwork To: transfertax@yonkersny.gov

Qualified in Albany County,  
Commission Expires Mar. 14, 2020  
NO. 023T633529

# SCHEDULE A

Item No.	ALLOCATION OF CONSIDERATION WHERE THE PROPERTY TRANSFERRED IS SITUATED PARTLY WITHIN AND PARTLY WITHOUT THE CITY OF YONKERS
6.	Consideration (Item 1, Page 1) .....
7.	* Total Assessed Valuations of Property Situated Within and Without the City of Yonkers .....
8.	Deduct - Assessed Valuations of Property Situated Outside the City of Yonkers .....
9.	Assessed Valuation of Property Situated Within the City of Yonkers .....
10.	Percentage of Total Assessed Valuations of Property Attributable to Property Situated Within the City of Yonkers (Item 9 ÷ Item 7) .....
11.	Allocated Consideration Subject to Tax (Item 6 x Item 10) ..... (enter as Item 2, Page 1 of Return)

**\*NOTE:**  
The assessed valuations to be used are those in effect at the time of transfer of property. In lieu of assessed valuations, the equalized valuations may be used provided that they are applied to the property both within and without the City of Yonkers.

# SCHEDULE B

Balance Sheet of Grantor ☐ Grantee ☐ as of \_\_\_\_\_  
(Check Applicable Box)

NOTE: If the transfer is in liquidation of a corporation, the financial statement of the grantor is required as of the date nearest the date of transfer and before the liquidation.

If the transfer is to a corporation in exchange for its capital stock, the financial statement of the grantee is required as of the date immediately after the effective date of the transfer. The balance sheet data required by this schedule may be attached as a separate rider to the return in lieu of completion of this schedule or if more space is required.

<b>ASSETS (Itemize: )</b>	\$
<b>Total Assets</b>	
<b>LIABILITIES PLUS CAPITAL (Itemize: )</b>	\$
<b>Total Liabilities plus Capital</b>	

This completed return must be filed with the Comptroller of the City of Yonkers.

The tax due thereon must be paid within seven (7) days after delivery of the deed by the grantor to the grantee but before the recording of such deed. A return must be filed by both the grantor and the grantee whether or not a tax is due thereon and although the consideration for the deed is \$25,000 or less

# IMPORTANT:

Penalty of 8% of the tax due for the first month of delay plus interest at the rate of 1% of such tax for each additional month of delay must be added if payment is not made on or before the due date.

**AFFIDAVIT OF EXEMPTION  
REAL PROPERTY TRANSFER TAX  
PURSUANT TO CHAPTER 15 TAXES, ARTICLE V  
GENERAL ORDINANCE 8-1973,  
as amended by G.O. 4-1984, G.O. 10-1989, and G.O. 7-2005**

STATE OF NEW YORK           )  
COUNTY OF WESTCHESTER) ss.:  
CITY OF YONKERS           )

Marc Berson, being duly sworn, deposes and says:

1. I am the Managing Member for Fleet New Main Street LLC, which is granting easements on the following three properties: 9 Ann Street (Section 1, Block 484, Lot 15), 131 New Main Street (Section 1, Block 484, Lot 51), and 129 New Main Street (Section 1, Block 484, Lot 53).

Fleet New Main Street LLC is exempt from the imposition of the City's Real Property Transfer tax because the deed is (select one and attach supporting documentation):

\_\_\_\_\_ by or to the United Nations or other worldwide international organization of which the United States of America is a member (attach supporting documents);

\_\_\_\_\_ by or to any corporation, association, trust, community chest, fund or foundation organized and operated exclusively for religious, charitable or educational purposes, or for the prevention of cruelty to children or animals, and no part of the net earnings of which inures to the benefits of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation; provided, however, that nothing in this subsection shall include an organization operated for the primary purpose of carrying on a trade or business for profit, whether or not all of its profits are payable to one or more organizations described in Section 15-64 (B) (2) of the City Code (attach supporting documents);

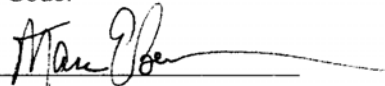
X to any governmental body or person exempt from payment of the tax pursuant to Section 15-64 (A) of this section (attach supporting documents);

\_\_\_\_\_ delivered pursuant to a contract made prior to the effective date of Sections 15-59 et. seq. (attach supporting documents);

\_\_\_\_\_ delivered by any governmental body or person exempt from payment of the tax pursuant to Section 15-64 (A) of this section as a result of a sale at a public auction held in accordance with the provisions of a contract made prior to the effective date of Sections 15-59 et. seq. (attach supporting documents);

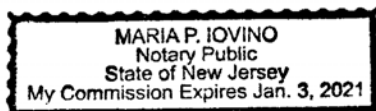
\_\_\_\_\_ from a mere agent, dummy, straw man or conduit to his principal or a deed from the principal to his agent, dummy, straw man or conduit (attach supporting documents).

3. Now, therefore as the Managing Member for Fleet New Main Street LLC, deponent respectfully requests that this deed be exempted from the City of Yonkers Real Property Transfer Tax as set forth in Section 15-64 of the Yonkers City Code.

  
(Signature of Owner, partner, officer of corporation, etc.)

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 2017



**Reviewed by the Office of Corporation Counsel  
for the City of Yonkers**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED ☐

DISAPPROVED ☐



Office of the Westchester County Clerk



\*571643039TPD0012\*

### Supporting Document Cover Page

#### Submitter Information

Name:	mcolligan	Phone:	5855468430
Address 1:	1400 Crossroads Building	Fax:	
Address 2:	2 State Street	Email:	mcolligan@nyenvlaw.com
City/State/Zip	Rochester NY 14614	Reference for Submitter:	Chicken Island - Fleet New Main Street I

#### Parent Document Details

Control Number:	<b>571643029</b>	Document Type:	<b>Easement (EAS)</b>
Package ID:	2017061300016001000		

#### Supporting Document Information

Supporting Document Type: TP-584



**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

PREP

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

**Schedule A — Information relating to conveyance**

<b>Grantor/Transferor</b>		Name (if individual: last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor)		Social security number
<input type="checkbox"/> Individual		FLEET NEW MAIN STREET LLC		
<input type="checkbox"/> Corporation		Mailing address		Social security number
<input type="checkbox"/> Partnership		MILLBURN AVENUE, STE 202		
<input type="checkbox"/> Estate/Trust		City	State	ZIP code
<input type="checkbox"/> Single member LLC		MILLBURN	NJ	07041
<input checked="" type="checkbox"/> Other		Single member's name if grantor is a single member LLC (see instructions)		Federal EIN 47-5613560
				Single member EIN or SSN
<b>Grantee/Transferee</b>		Name (if individual: last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee)		Social security number
<input type="checkbox"/> Individual		PEOPLE OF THE STATE OF NEW YORK THROUGH COMMISSIONER OF NYSDEC		
<input type="checkbox"/> Corporation		Mailing address		Social security number
<input type="checkbox"/> Partnership		625 BROADWAY 14TH FLOOR		
<input type="checkbox"/> Estate/Trust		City	State	ZIP code
<input type="checkbox"/> Single member LLC		ALBANY	NY	12233-1500
<input checked="" type="checkbox"/> Other		Single member's name if grantee is a single member LLC (see instructions)		Federal EIN 14-6013200
				Single member EIN or SSN

## Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
1-484-15	551800	9 ANN STREET	YONKERS	Westchester

## 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 <table border="1"><tr><td>month</td><td>day</td><td>year</td></tr><tr><td></td><td></td><td>2017</td></tr></table>	month	day	year			2017	Percentage of real property conveyed which is residential real property _____ % (see instructions)
month	day		year						
			2017						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
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 checked="" 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"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <b>Env. Easement</b>

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

571643029-003



**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) ..... <input checked="" type="checkbox"/> <b>Exemption claimed</b>	1.	0.00
2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....	2.	0.00
3 Taxable consideration (subtract line 2 from line 1) .....	3.	0.00
4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....	4.	0.00
5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....	5.	0.00
6 Total tax due* (subtract line 5 from line 4) .....	6.	0.00

**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) .....	1.	
2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.	
3 Total additional transfer tax due* (multiply line 2 by 1% (.01)) .....	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 ☐

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. 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.

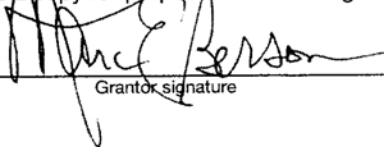
**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation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

☐ Other (attach detailed explanation).

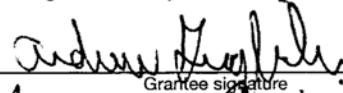
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for 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**.)

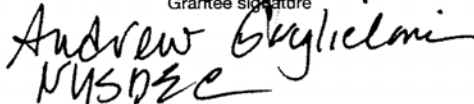
**Signature (both the grantor(s) and grantee(s) must sign)**

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, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

  
Grantor signature

Managing  
member  
Title

  
Grantee signature

  
Andrew Gylicioni  
NYS DEC  
Title

Attorney  
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.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under **Exemptions for nonresident transferor(s)/seller(s)** and sign at bottom.

**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

TP584 Addendum (Parent Document Control Number 571643029)

Additional Properties			
Address	SWIS Code	City, town or village	Tax Identifier
131 NEW MAIN STREET	551800	YONKERS	1-484-51
129 NEW MAIN STREET	551800	YONKERS	1-484-53

TP-584 Addendum (Parent Document Control Number 571643029)

Date of Conveyance: 8/1/2017

Document Date: 7/3/2017

Explanation: NYSDEC will prepare Easement after tax forms are submitted.