



November 29, 2017

VIA FEDERAL EXPRESS

Andy Guglielmi, Esq.
New York State Department of
Environmental Conservation
Office of General Counsel
625 Broadway, 14th Floor
Albany, NY 12233

RECEIVED
NOV 30 2017

BY:*OC*.....

RE: Affirmation of Mailing Municipal Notices & Recorded Easements
Parties: SFC Yonkers, LLC
Site Name: Chicken Island Site
BCP Site No.: C360083
Site Address: Section 1 Block Nos. 483 Lots 5, 7, 9, 10, 12, 13, 16, 50, 60; 484 Lots 15, 51, 53; 485 Lots 2, 3, 4, 6, 7, 8, 10, 12, 14, 16, 18; 486 Lots 15, 16; and roadways: Engine Place, James Street, Henry Herz Street, Ann Street, and John Street, Yonkers, New York 10701

Dear Mr. Guglielmi:

Enclosed please find an Affirmation of Mailing the Municipal Notices, copies of the Municipal Notices, and copies of the Recorded Environmental Easements for the aforementioned Site.

Please do not hesitate to contact me if you have any questions. Thank you.

Sincerely,

KNAUF SHAW LLP

MEAGHAN A. COLLIGAN

Enclosures

Cc: Bradford Burns, Esq.
SFC Yonkers, LLC

NEW YORK STATE DEPARTMENT ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL § 27-1401 *et seq.*

Chicken Island, Yonkers

DEC Site No.: C360083

Located at:

Section 1 Block Nos. 483 Lots 5, 7, 9, 10, 12, 13, 16, 50, 60;
484 Lots 15, 51, 53; 485 Lots 2, 3, 4, 6, 7, 8, 10, 12, 14, 16, 18;
486 Lots 15, 16; and roadways: Engine Place, James Street,
Henry Herz Street, Ann Street, and John Street,
Yonkers, New York 10701

**AFFIRMATION OF
MEAGHAN A. COLLIGAN
IN SUPPORT OF MAILING
MUNICIPAL NOTICES**

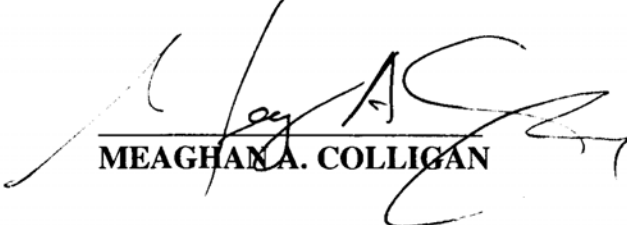
Volunteer: SFC Yonkers, LLC
225 Milburn Avenue, Ste 202
Milburn, New Jersey 07041

I, Meaghan A. Colligan, an attorney admitted to practice in the State of New York, affirms under penalty of perjury the following:

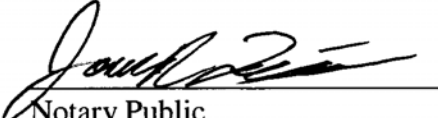
1. Knauf Shaw LLP are the attorneys of record for SFC Yonkers, LLC, which is the Volunteer for the New York State Brownfield Cleanup Program Site, Site Number C360083.
2. On November 29, 2017, I mailed a true copy of a Notice to Municipality to Wilson Kimball, the Commissioner of the City of Yonkers Department of Planning and Development, by certified mail, return receipt requested by depositing said true copy of the same enclosed in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.
3. On November 29, 2017, I mailed a true copy of a Notice to Municipality to Jeremiah Lynch, the Chairman of the Westchester County Planning Board, by certified mail, return receipt requested by depositing said true copy of the same enclosed in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

WHEREFORE, Meaghan A. Colligan respectfully requests that this affirmation is acceptable proof of mailing for the municipal notices required for the Brownfield Cleanup Program Site.

Dated: November 29, 2017


MEAGHAN A. COLLIGAN

Sworn to before me this
29th day of November, 2017.


Notary Public

JONATHAN R. TANTILLO
NOTARY PUBLIC, State of New York
Registration No. 02TA6318754
Qualified in Monroe County
Commission Expires February 2, 2019

Notice to Municipality

Date: November 29, 2017

Jeremiah Lynch, Chair
Westchester County Planning Board
148 Martine Avenue
White Plains, New York 10601

Re: Environmental Easement

Dear Jeremiah Lynch:

Attached please find copies of environmental easements granted to the New York State Department of Environmental Conservation ("Department") on November 13, 2017 by Fleet New Main Street, LLC ("Fleet"), Yonkers Community Development Agency ("YCDA"), and the City of Yonkers ("City") relating to DEC Site No: C360083 for the following properties:

- Fleet: 1-484-15 (9 Ann Street); 1-484-51 (131 New Main Street); 1-484-53 (129 New Main Street);
- YCDA: 1-485-2 (16 Palisade Ave.); 1-485-3 (18 Palisade Ave.); 1-485-4 (20 Palisade Ave.); 1-485-6 (24 Palisade Ave.); 1-485-7 (26 Palisade Ave.); 1-485-8 (28 Palisade Ave.); 1-485-10 (32 Palisade Ave.); 1-485-12 (36 Palisade Ave.); 1-485-14 (40 Palisade Ave.); 1-485-16 (46 Palisade Ave.); 1-485-18 (48 Palisade Ave.); 1-486-15 (23 John St.); 1-486-16 (25 John St.); and
- City of Yonkers: 1-483-50 (149 School St.); 1-483-60 (Getty Square Parking Area); Engine Place (Roadway); James Street (Roadway); John Street (Roadway); Henry Herz Street (Roadway); An Street (Roadway); 1-483-5 (155 New Main St.); 1-483-7 (151 New main St.); 1-483-9 (149 New Main St.); 1-483-10 (147 New Main St.); 1-483-12 (143 New Main St.); 1-483-13 (137 New Main St.); 1-483-16 (135 New Main St.); 1-485-1 (14 Palisade Ave.).

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.)

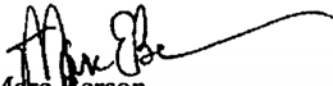
Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the

affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'Marc Berson', with a long, sweeping horizontal line extending to the right.

Marc Berson
Managing Member
Fleet New Main Street LLC

Notice to Municipality

Date: November 29, 2017

Wilson Kimball, Commissioner
Department of Planning and Development
City Hall Annex
87 Nepperhan Avenue, 3rd Floor
Yonkers, NY 10701

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Very truly yours,

A handwritten signature in black ink, appearing to read 'Marc Bersen', with a long horizontal flourish extending to the right.

Marc Bersen
Managing Member
Fleet New Main Street LLC

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



571593770EAS0028

Westchester County Recording & Endorsement Page

Submitter Information

Name: ATLANTIC TITLE Phone: 516-358-0505 X 194
Address 1: 31 STEWART STREET Fax: 516-358-0394
Address 2: Email: atlantictitleagency@gmail.com
City/State/Zip: FLORAL PARK NY 11001 Reference for Submitter: ATLC-17-914 C

Document Details

Control Number: **571593770** Document Type: **Easement (EAS)**
Package ID: 2017060800494001002 Document Page Count: **16** Total Page Count: **18**

Parties

☐ Additional Parties on Continuation page

1st PARTY

1: YONKERS CITY OF - Other
2:

2nd PARTY

1: NEW YORK STATE OF - Other
2:

Property

☒ Additional Properties on Continuation page

Street Address: 149 SCHOOL STREET Tax Designation: 1-483-50
City/Town: YONKERS Village:

Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$85.00
Cross-Reference Fee: \$0.00
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$0.00
TP-584 Filing Fee: \$5.00
Total Recording Fees Paid: **\$130.00**

Transfer Taxes

Consideration: \$0.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number: 5971

Mortgage Taxes

Document Date:
Mortgage Amount:

Basic: \$0.00
Westchester: \$0.00
Additional: \$0.00
MTA: \$0.00
Special: \$0.00
Yonkers: \$0.00
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 11/29/2017 at 12:03 PM

Control Number: **571593770**

Witness my hand and official seal

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Knauf Shaw LLP
1400 Crossroads Building
2 State Street
Rochester, NY 14614
Attn: Meaghan A. Colligan

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

571593770EAS0028

Westchester County Recording & Endorsement Page

Document Details

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Properties Addendum

GETTY SQUARE 10701	YONKERS	1 483 60
155 NEW MAIN 10701	YONKERS	1 483 5
151 NEW MAIN 10701	YONKERS	1 483 7
149 NEW MAIN 10701	YONKERS	1 483 9
147 NEW MAIN 10701	YONKERS	1 483 10
143 NEW MAIN 10701	YONKERS	1 483 13
137 NEW MAIN 10701	YONKERS	1 483 16
143 NEW MAIN 10701	YONKERS	1 483 12
135 NEW MAIN 10701	YONKERS	1 485 1
0 ENGINE PLACE 10701	YONKERS	Not Assessed
0 JAMES STREET 10701	YONKERS	Not Assessed
0 JOHN STREET 10701	YONKERS	Not Assessed
0 HENRY HERZ STREET 10701	YONKERS	Not Assessed
0 ANN STREET 10701	YONKERS	Not Assessed

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

THIS INDENTURE made this 17th day of November, 2017, between Owner(s) City of Yonkers, having an office at Yonkers City Hall, 40 S. Broadway, Yonkers, New York 10701, 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 in the City of Yonkers, County of Westchester and State of New York, which consists of 10 tax lots and portions of 5 city streets, a list of the parcels by mailing address and section, block, lot number is attached hereto as Schedule "A"; being a portion of the property conveyed to Grantor by various deeds and appropriation maps recorded in the Westchester County Clerk's Office, a list of the source deeds and maps by date and recording information is attached hereto as Schedule "B". The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 5.416 +/- acres, and is hereinafter more fully described in the Land Title Survey dated August 2, 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 "C"; 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 Numbers: 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.

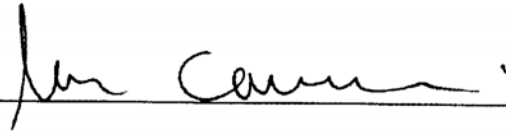
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is 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.

City of Yonkers:

By: 

Print Name: JAMES Cavanaugh

Title: DEPUTY MAYOR Date: Nov. 2, 2017

Grantor's Acknowledgment

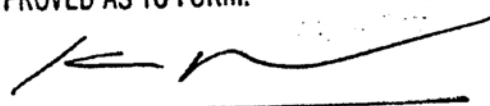
STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 2nd day of November, in the year 2017, before me, the undersigned, personally appeared James Cavanaugh, 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

MICHAEL V. CURTI
Notary Public, State of New York
No. 02CU6221862
Qualified in Westchester County
My Commission Expires Aug 10, 2018

APPROVED AS TO FORM:


DEPUTY CORPORATION COUNSEL
APPROVED ON 10/24/2017
AT A DULY HELD MEETING
OF THE YONKERS CITY
COUNCIL.

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 13th 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" PARCEL ADDRESSES AND TAX LOT INFORMATION

City of Yonkers

<u>Property Address</u>	<u>Tax Map No.</u>
14 Palisade Avenue	1-485-1
149 School Street	1-483-50
Getty Square Parking Area, 23 John Street	1-483-60
Portion of City Street known as Engine Place	Not Applicable
Portion of City Street known as James Street	Not Applicable
Portion of City Street known as John Street	Not Applicable
Portion of City Street known as Henry Herz Street	Not Applicable
Portion of City Street known as Ann Street	Not Applicable
155 New Main Street	1-483-5
151 New Main Street	1-483-7
149 New Main Street	1-483-9
147 New Main Street	1-483-10
143 New Main Street	1-483-12
137 New Main Street	1-483-13
135 New Main Street	1-483-16

SCHEDULE "B" SOURCE DEEDS AND MAPS

- 1) June 17, 1948 Acquisition Map ("1948 Acquisition Map").
- 2) Westchester County Supreme Court Vesting Order, Index No. 4091-1949, Honorable Samuel W. Eager, dated October 10, 1955.
- 3) City of Yonkers Special Ordinance 57-1947, dated March 25, 1947.
- 4) City of Yonkers Special Ordinance 121-1947, Bond and Capital Note Ordinance Authorizing Construction of City Parking Area, dated May 13, 1947.
- 5) City of Yonkers Special Ordinance 202-1946, Bond and Capital Note Ordinance Authorizing Construction of City Parking Area, dated September 24, 1946.
- 6) Deed dated May 5, 1967 and recorded in the Westchester County Clerk's Office at Liber 6707 of Deeds at Page 109.
- 7) Deed dated May 9, 1957 and recorded in the Westchester County Clerk's Office at Liber 5698 of Deeds at Page 389.
- 8) Deed dated October 15, 1958 and recorded in the Westchester County Clerk's Office at Liber 5855 of Deeds at Page 141.
- 9) Deed dated February 21, 1958 and recorded in the Westchester County Clerk's Office at Liber 5783 of Deeds at Page 336.
- 10) Deed dated November 13, 1947 and recorded in the Westchester County Clerk's Office at Liber 4584 of Deeds at Page 181.
- 11) Deed dated February 10, 1958 and recorded in the Westchester County Clerk's Office at Liber 5781 of Deeds at Page 148.
- 12) Deed dated August 11, 1958 and recorded in the Westchester County Clerk's Office at Liber 5830 of Deeds at Page 154.
- 13) Deed dated January 21, 1957 and recorded in the Westchester County Clerk's Office at Liber 5668 of Deeds at Page 23.
- 14) Deed dated November 5, 2015 and recorded in the Westchester County Clerk's Office as Control # 551973276.
- 15) Deed dated November 5, 2015 and recorded in the Westchester County Clerk's Office as Control # 551973312.
- 16) Deed dated November 5, 2015 and recorded in the Westchester County Clerk's Office as Control # 551973345.
- 17) Deed dated November 5, 2015 and recorded in the Westchester County Clerk's

Office as Control # 551973366.

- 18) Deed dated November 5, 2015 and recorded in the Westchester County Clerk's Office as Control # 551973390.
- 19) Deed dated November 5, 2015 and recorded in the Westchester County Clerk's Office as Control # 551973406.
- 20) May 7, 1959 Lot Consolidation Memo from Luke H. Loughman of the City of Yonkers Department of Law To Mr. Charles Whalen.
- 21) City of Yonkers June 29, 1920 Assessment Map.
- 22) Deed dated March 17, 1949 and recorded in the Westchester County Clerk's Office at Liber 4736 of Deeds at Page 413.
- 23) Deed dated February 4, 1949 and recorded in the Westchester County Clerk's Office at Liber 4718 of Deeds at Page 410.
- 24) Deed dated June 22, 1949 and recorded in the Westchester County Clerk's Office at Liber 4760 of Deeds at Page 426.
- 25) Westchester County Supreme Court, Index No. 4091-1949, Honorable Samuel W. Eager dated October 20, 1954.
- 26) Deed dated January 28, 1942 and recorded in the Westchester County Clerk's Office at Liber 4142 of Deeds at Page 216.
- 27) Deed dated October 17, 1949 and recorded in the Westchester County Clerk's Office at Liber 4809 of Deeds at Page 421.
- 28) Deed dated December 29, 1949 and recorded in the Westchester County Clerk's Office at Liber 4825 of Deeds at Page 290.
- 29) Deed dated June 6, 1950 and recorded in the Westchester County Clerk's Office at Liber 4879 of Deeds at Page 406.
- 30) Deed dated May 16, 1949 and recorded in the Westchester County Clerk's Office at Liber 4753 of Deeds at Page 82.
- 31) Deed dated May 16, 1949 and recorded in the Westchester County Clerk's Office at Liber 4753 of Deeds at Page 181.
- 32) Deed dated May 23, 1950 and recorded in the Westchester County Clerk's Office at Liber 4863 of Deeds at Page 26.

- 33) Deed dated May 16, 1949 and recorded in the Westchester County Clerk's Office at Liber 4753 of Deeds at Page 184.
- 34) Deed dated October 22, 1954 and recorded in the Westchester County Clerk's Office at Liber 5400 of Deeds at Page 48.
- 35) Deed dated May 17, 1949 and recorded in the Westchester County Clerk's Office at Liber 4753 of Deeds at Page 233.
- 36) Deed dated September 15, 1949 and recorded in the Westchester County Clerk's Office at Liber 4787 of Deeds at Page 77.
- 37) Deed dated March 4, 1953 and recorded in the Westchester County Clerk's Office at Liber 5205 of Deeds at Page 126.
- 38) Deed dated April 29, 1949 and recorded in the Westchester County Clerk's Office at Liber 4740 of Deeds at Page 431.
- 39) Deed dated June 22, 1949 and recorded in the Westchester County Clerk's Office at Liber 4760 of Deeds at Page 426.
- 40) Deed dated November 13, 1947 and recorded in the Westchester County Clerk's Office at Liber 4584 of Deeds at Page 181.
- 41) Deed dated January 6, 1947 and recorded in the Westchester County Clerk's Office at Liber 4480 of Deeds at Page 246.
- 42) Deed dated January 20, 1943 and recorded in the Westchester County Clerk's Office at Liber 4142 of Deeds at Page 228.
- 43) Deed dated April 24, 1944 and recorded in the Westchester County Clerk's Office at Liber 4375 of Deeds at Page 204.

SCHEDULE "C" PROPERTY DESCRIPTION

**CITY OF YONKERS
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 southerly line of Palisade Avenue (formerly known as Factory Street) as established by "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, with the northeasterly line of New Main Street (formerly known as Mechanic 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, as measured along the aforementioned southerly line of Palisade Avenue from said intersection to the southwesterly line of James Street as established by aforementioned Dearing Map (Title No. 6-001012, etc.) North 57°57'50" East, a distance of 230.04 feet to the **POINT OR PLACE OF BEGINNING**:

FROM SAID POINT OF BEGINNING;

CONTINUING along the aforementioned southerly line of Palisade Avenue, crossing James Street, North 57°16'09" East, a distance of 58.18 feet to the northeasterly line of James Street;

CONTINUING along aforementioned northeasterly line of James Street, South 35°45'08" East, a distance of 46.00 feet;

THENCE North 54°14'52" East, a distance of 11.99 feet;

THENCE South 19°03'19" East, a distance of 46.48 feet;

THENCE South 82°22'18" East, a distance of 28.73 feet;

THENCE North 70°56'38" East, a distance of 297.08 feet;

THENCE South 19°03'22" East, a distance of 111.00 feet to the northerly line of John Street;

THENCE along the aforementioned northerly side of John Street, North 70°56'38" East, a distance of 59.15 feet to the westerly line of School Street;

THENCE along the aforementioned westerly line of School Street South 01°02'32" East, a

distance of 450.89 feet to the to the northwesterly line of Nepperhan Avenue (formerly known as Guion Street) as established by appropriation map 7 parcel 7, prepared by Chas. H. Sells, Inc. on June 28, 1967 and filed in the Westchester County Clerk's Office on September 17, 1969 as Map No. 16855;

CONTINUING along the aforementioned northwesterly line of Nepperhan Avenue the following three (3) courses and distances;

- 1) South 51°43'19" West, a distance of 153.13 feet as established by aforementioned Sells Map (Map No. 16855) to the northeasterly line of Henry Herz Street,
- 2) Crossing the aforementioned Henry Herz Street, South 53°37'40" West, a distance of 50.06 feet and
- 3) Continuing along aforementioned 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, South 52°41'21" West, a distance of 144.64 feet to 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;

CONTINUING along the aforementioned northeasterly line of New Main Street, the following two (2) courses and distances;

- 4) North 37°02'54" West, a distance of 288.55 feet to the intersection of the aforementioned northeasterly line of New Main Street and the centerline of Ann Street (formerly known as Post Lane) and
- 5) Continuing still along the aforementioned northeasterly line of New Main Street as established by aforementioned Dearing Map (Title No. 6-024537) and aforementioned Warneck Map (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) and continuing along same, North 56°00'32" East, a distance of 136.53 feet;

THENCE North 18°29'09" West, a distance of 62.31 feet;

THENCE North 36°21'38" West, a distance of 144.04 feet;

THENCE North 53°20'50" East, a distance of 73.86 feet, to aforementioned southwesterly line of James Street;

THENCE continuing along the aforementioned southwesterly line of James Street, North 36°31'05" West, a distance of 190.32 feet to the **POINT OR PLACE OF BEGINNING**.

EXCLUDING THEREFROM all that certain plot, piece or parcel of land designated as "Land Under Water," situate, lying and being in the City of Yonkers, County of Westchester and State

of New York, 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 aforementioned documents; 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 aforementioned Sells Map (Map No. 16096) and continuing along the aforementioned northeasterly line of New Main Street, North 37°02'54" West, a distance of 268.10 feet to the southeasterly line of Ann Street, and continuing along same, North 58°30'25" East, a distance of 62.35 feet;

THENCE South 31°03'03" East, a distance of 0.67 feet to the **POINT OR PLACE OF BEGINNING**;

FROM SAID POINT OR PLACE OF BEGINNING:

THENCE South 31°03'03" East, a distance of 14.51 feet to a point on a non-tangent curve to the right from where the radial bears South 09°55'54" West,

ALONG said curve to the right having a radius of 81.00 feet, and an arc length of 64.04 feet to a point of compound curvature,

ALONG the compound curve to the right having a radius of 135.00 feet, and an arc length of 47.80 feet to a point of compound curvature,

ALONG the compound curve to the right having a radius of 100.00 feet, and an arc length of 19.65 feet to a point of reverse curvature,

ALONG the curve to the left having a radius of 75.00 feet, and an arc length of 59.58 feet to a point on said curve from where the radial bears North 41°15'32" East,

THENCE along the radial extended, South 41°15'32" West, a distance of 1.50 feet,

THENCE South 48°44'28" East, a distance of 5.17 feet,

THENCE South 34°21'44" West, a distance of 9.23 feet to a point on a non-tangent curve to the left from where the radial bears North 28°44'18" East,

ALONG said curve to the left having a radius of 54.96 feet, and an arc length of 35.81 feet to a point on said curve from where the radial bears North 08°35'48" West,

THENCE along the said radial of the last described curve, North 08°35'48" West, a distance of 1.01 feet to a point on a non-tangent curve to the left from where the radial bears North 18°03'23" West,

ALONG aforementioned curve to the left having a radius of 39.89 feet, and an arc length of 29.34 feet to a point on said curve from where the radial bears North 60°11'34" West,

THENCE North 27°06'55" East, a distance of 4.38 feet,

THENCE North 37°02'00" West, a distance of 3.69 feet to a point on a non-tangent curve to the left from where the radial bears North 54°34'08" West,

ALONG the aforementioned curve to the left having a radius of 41.31 feet, and an arc length of 11.10 feet to a point on a non-tangent curve to the right from where the radial bears South 67°34'03" East,

ALONG aforementioned curve to the right having a radius of 136.36 feet, and an arc length of 36.04 feet to a point on said curve from where the radial bears South 52°25'32" East,

THENCE North 38°03'31" West, a distance of 26.92 feet,

THENCE South 61°56'13" West, a distance of 25.30 feet to a point of curvature,

ALONG the curve to the right having a radius of 15.00 feet, and an arc length of 22.71 feet to a point of tangency,

THENCE North 31°18'50" West, a distance of 117.99 feet,

THENCE North 28°35'36" West, a distance of 31.01 feet,

THENCE South 58°56'57" West, a distance of 59.16 feet to the **POINT OR PLACE OF BEGINNING.**

CONTAINING a total area of land, after exclusion, of 235,912 square feet or 5.416 acres of land more or less.

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



571643029EAS0031

Westchester County Recording & Endorsement Page

Submitter Information

Name: ATLANTIC TITLE Phone: 516-358-0505 X 194
Address 1: 31 STEWART STREET Fax: 516-358-0394
Address 2: Email: atlantictitleagency@gmail.com
City/State/Zip: FLORAL PARK NY 11001 Reference for Submitter: ATLC-17-914 B

Document Details

Control Number: **571643029** Document Type: **Easement (EAS)**
Package ID: 2017061300016001001 Document Page Count: **10** Total Page Count: **12**

Parties

☐ Additional Parties on Continuation page

1st PARTY

2nd PARTY

1: FLEET NEW MAIN STREET LLC - Other 1: PEOPLE OF THE STATE OF NEW YORK - Other
2: 2:

Property

☒ Additional Properties on Continuation page

Street Address: 9 ANN STREET Tax Designation: 1-484-15
City/Town: YONKERS Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$55.00
Cross-Reference Fee: \$0.00
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$0.00
TP-584 Filing Fee: \$5.00
Total Recording Fees Paid: **\$100.00**

Transfer Taxes

Consideration: \$0.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number: 5846

Mortgage Taxes

Document Date:
Mortgage Amount:

Basic: \$0.00
Westchester: \$0.00
Additional: \$0.00
MTA: \$0.00
Special: \$0.00
Yonkers: \$0.00
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK

Record and Return To

☐ Pick-up at County Clerk's office



Recorded: 11/27/2017 at 03:10 PM
Control Number: **571643029**
Witness my hand and official seal

Timothy C. Idoni
Westchester County Clerk

Knauf Shaw LLP
1400 Crossroads Building
2 State Street
Rochester, NY 14614
Attn: Melissa Slaughter

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

571643029EAS0031

Westchester County Recording & Endorsement Page

Document Details

Control Number: **571643029**

Document Type: **Easement (EAS)**

Package ID: 2017061300016001001

Document Page Count: 10

Total Page Count: 12

Properties Addendum

131 NEW MAIN STREET 10701	YONKERS	1 484 51
129 NEW MAIN STREET 10701	YONKERS	1 484 53

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

THIS INDENTURE made this 13th 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.

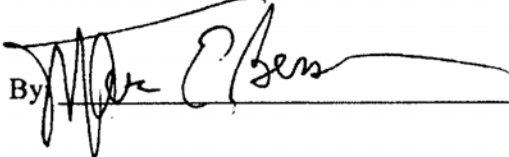
8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated 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. Bersen

Title: Managing Director Date: 9-15-2017

Grantor's Acknowledgment

STATE OF NEW ^{Jersey} ~~YORK~~)
) ss:
COUNTY OF Essex)


On the 15th day of September, in the year 20 17 before me, the undersigned, personally appeared Marc E. Bersen, 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~~ Jersey

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,

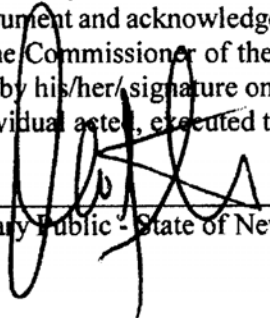
By:


Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 13th 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.

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



571643707EAS0024

Westchester County Recording & Endorsement Page

Submitter Information

Name: ATLANTIC TITLE Phone: 516-358-0505 X 194
Address 1: 31 STEWART STREET Fax: 516-358-0394
Address 2: Email: atlantictitleagency@gmail.com
City/State/Zip: FLORAL PARK NY 11001 Reference for Submitter: ATLC-17-914 A

Document Details

Control Number: **571643707** Document Type: **Easement (EAS)**
Package ID: 2017061300317001001 Document Page Count: **12** Total Page Count: **14**

Parties

☐ Additional Parties on Continuation page
1st PARTY 2nd PARTY
1: YONKERS COMMUNITY DEVELOPMENT AGENCY - Other 1: NEW YORK STATE OF DEPT OF ENVIRONMENTAL CONSERVATION - Other
2: 2:

Property

☒ Additional Properties on Continuation page
Street Address: 16 PALISADE Tax Designation: 1-485-2
City/Town: YONKERS Village:

Cross- References

☐ Additional Cross-Refs on Continuation page
1: 2: 3: 4:

Supporting Documents

1: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$65.00
Cross-Reference Fee: \$0.00
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$0.00
TP-584 Filing Fee: \$5.00
Total Recording Fees Paid: **\$110.00**

Transfer Taxes

Consideration: \$0.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number: 5857

Mortgage Taxes

Document Date:
Mortgage Amount:

Basic: \$0.00
Westchester: \$0.00
Additional: \$0.00
MTA: \$0.00
Special: \$0.00
Yonkers: \$0.00
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 11/27/2017 at 03:49 PM
Control Number: **571643707**
Witness my hand and official seal

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Knauf Shaw LLP
1400 Crossroads Building
2 State Street
Rochester, NY 14614
Attn: Meaghan A. Colligan

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

571643707EAS0024

Westchester County Recording & Endorsement Page

Document Details

Control Number: **571643707**

Document Type: **Easement (EAS)**

Package ID: 2017061300317001001

Document Page Count: 12

Total Page Count: 14

Properties Addendum

18 PALISADE 10701	YONKERS	1 485 3
20 PALISADE 10701	YONKERS	1 485 4
24 PALISADE 10701	YONKERS	1 485 6
26 PALISADE 10701	YONKERS	1 485 7
28 PALISADE 10701	YONKERS	1 485 8
32 PALISADE 10701	YONKERS	1 485 10
36 PALISADE 10701	YONKERS	1 485 12
40 PALISADE 10701	YONKERS	1 485 14
46 PALISADE 10701	YONKERS	1 485 16
48 PALISADE 10701	YONKERS	1 485 18
23 JOHN 10701	YONKERS	1 486 15
25 JOHN 10701	YONKERS	1 486 16

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

THIS INDENTURE made this 13th day of November, 2017, between Owner Yonkers Community Development Agency, having an office at 87 Nepperhan Avenue, Yonkers, New York 10701, 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 16 Palisade Avenue 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 485 Lot 2, being the same as that property conveyed to Grantor by deed dated February 5, 1979 and recorded in the Westchester County Clerk's Office in Liber and Page 7543/766.

WHEREAS, Grantor, is the owner of real property located at the address of 18 Palisade Avenue 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 485 Lot 3, being the same as that property conveyed to Grantor by deed dated August 24, 1978 and recorded in the Westchester County Clerk's Office in Liber and Page 7496/112.

WHEREAS, Grantor, is the owner of real property located at the address of 20 Palisade

Avenue 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 485 Lot 4, being the same as that property conveyed to Grantor by deed dated August 23, 1978 and recorded in the Westchester County Clerk's Office in Liber and Page 7524/84.

WHEREAS, Grantor, is the owner of real property located at the address of 24 Palisade Avenue 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 485 Lot 6, being the same as that property conveyed to Grantor by deed dated September 15, 1978 and recorded in the Westchester County Clerk's Office in Liber and Page 7501/353.

WHEREAS, Grantor, is the owner of real property located at the address of 26 Palisade Avenue 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 485 Lot 7, being the same as that property conveyed to Grantor by deed dated September 19, 1978 and recorded in the Westchester County Clerk's Office in Liber and Page 7502/157.

WHEREAS, Grantor, is the owner of real property located at the address of 28 Palisade Avenue 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 485 Lot 8, being the same as that property conveyed to Grantor by deed dated March 30, 1979 and recorded in the Westchester County Clerk's Office in Liber and Page 7546/465.

WHEREAS, Grantor, is the owner of real property located at the address of 32 Palisade Avenue 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 485 Lot 10, being the same as that property conveyed to Grantor by deed dated February 14, 1979 and recorded in the Westchester County Clerk's Office in Liber and Page 7538/715.

WHEREAS, Grantor, is the owner of real property located at the address of 36 Palisade Avenue 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 485 Lot 12, being the same as that property conveyed to Grantor by deed dated September 12, 1979 and recorded in the Westchester County Clerk's Office in Liber and Page 7584/634.

WHEREAS, Grantor, is the owner of real property located at the address of 40 Palisade Avenue 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 485 Lot 14, being the same as that property conveyed to Grantor by deed dated January 4, 1979 and recorded in the Westchester County Clerk's Office in Liber and Page 7530/81.

WHEREAS, Grantor, is the owner of real property located at the address of 46 Palisade Avenue 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 485 Lot 16, being the same as that property conveyed to Grantor by deed dated February 14, 1979 and recorded in the Westchester County Clerk's Office in Liber and Page 7538/721.

WHEREAS, Grantor, is the owner of real property located at the address of 48 Palisade Avenue 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 485 Lot 18, being the same as that property conveyed to Grantor by deed dated February 14, 1979 and recorded in the Westchester County Clerk's Office in Liber and Page 7538/723.

WHEREAS, Grantor, is the owner of real property located at the address of 23 John 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 486 Lot 15, being the same as that property conveyed to Grantor by deed dated February 14, 1979 and recorded in the Westchester County Clerk's Office in Liber and Page 7538/713.

WHEREAS, Grantor, is the owner of real property located at the address of 25 John 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 486 Lot 16, being the same as that property conveyed to Grantor by deed dated February 14, 1979 and recorded in the Westchester County Clerk's Office in Liber and Page 7538/719.

WHEREAS, the property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.184 +/- acres, and is hereinafter more fully described in the Land Title Survey dated August 2, 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.

Yonkers Community Development Agency:

By: Wilson Kimball

Print Name: Wilson Kimball

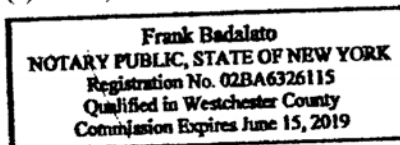
Title: Secretary Date: 11/2/17

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 2ND day of November, in the year 20 17, before me, the undersigned, personally appeared Wilson Kimball, 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.

Frank Badalato
Notary Public - State of New York



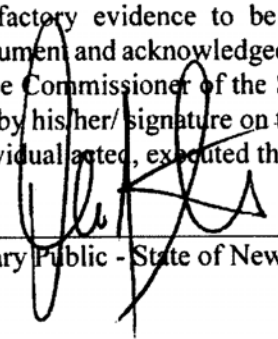
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:  6-
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 13th 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

**YONKERS COMMUNITY DEVELOPMENT AGENCY
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 southerly line of Palisade Avenue (formerly known as Factory Street) as established by "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, with the northeasterly line of New Main Street (formerly known as Mechanic 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, as measured along the aforementioned southerly line of Palisade Avenue from said intersection to the southwesterly line of James Street as established by aforementioned Dearing Map (Title No. 6-001012, etc.) North 57°57'50" East, a distance of 230.04 feet, crossing James Street North 57°16'09" East, a distance of 58.18 feet to the northeasterly line of James Street to the **POINT OR PLACE OF BEGINNING:**

FROM SAID POINT OF BEGINNING;

CONTINUING along the aforementioned southerly line of Palisade Avenue as established by Liber 7543 Page 766, Liber 7496 Page 112, Liber 7524 Page 84, Liber 7501 Page 353, Liber 7502 Page 157, Liber 7546 Page 465, Liber 7538 Page 715, Liber 7584 Page 634, Liber 7530 Page 81, Liber 7538 Page 721, and "Map of the S. Shethar Property" prepared by George Rayner dated April 12, 1899 and filed December 22, 1904 as Westchester County Clerk Map No. 1446, North 70°56'38" East, a distance of 445.81 feet to the intersection of the aforementioned southerly line of Palisade Avenue and the extension of the southerly line of Elm Street, as established by the aforementioned Rayner Map (Map No. 1446);

THENCE along the aforementioned extension of the southerly line of Elm Street, South 77°18'48" East, a distance of 5.45 feet to the westerly line of School Street and continuing along same, the following two (2) courses and distances;

- 1) South 19°03'22" East, a distance of 71.71 feet and
- 2) South 01°02'32" East, a distance of 143.45 feet to the northerly line of John Street;

THENCE along the aforementioned northerly line of John Street, South 70°56'38" West, a distance of 59.15 feet;

THENCE North 19°03'22" West, a distance of 111.00 feet;

THENCE South 70°56'38" West, a distance of 297.08 feet;

THENCE North 82°22'18" West, a distance of 28.73 feet;

THENCE North 19°03'19" West, a distance of 46.48 feet;

THENCE South 54°14'52" West, a distance of 11.99 feet to the aforementioned northeasterly line of James Street;

CONTINUING along same, North 35°45'08" West, a distance of 46.00 feet to the **POINT OR PLACE OF BEGINNING**.

CONTAINING an area of 51,587 square feet or 1.184 acres of land more or less.