

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of the General Counsel

625 Broadway, 14th Floor, Albany, New York 12233-1500

P: (518) 402-9185 | F: (518) 402-9018

www.dec.ny.gov

VIA FEDERAL EXPRESS

December 20, 2023

Knauf Shaw
2600 Innovation Square
100 South Clinton Avenue
Rochester, NY 14604
Attn: Linda Shaw

RE: Environmental Easement Package
Site Name: Firestone Tire & Auto Repair
Site No.: C360215

Dear Ms. Shaw,

Enclosed please find a fully executed Amendment to Environmental Easement and TP-584 form required for recording.

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

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

If you have any further questions or concerns relating to this matter, please contact our office at (518) 402-8393.

Sincerely,



Cheryl Salem
Legal Assistant II
Remediation Bureau

ec: B. Rashkow, NYSDEC



Department of
Environmental
Conservation

(518) 402-8599

ORIGIN ID: ALBA
CHERYL SALEM
NYSDCC CO
625 BROADWAY
14TH FLOOR - OGC
ALBANY, NY 12233
UNITED STATES US

SHIP DATE: 20DEC23
ACTWGT: 1.00 LB
CAD: 255953370/NET14533

BILL SENDER

TO LINDA SHAW
KNAUF SHAW

2600 INNOVATION SQUARE
100 SOUTH CLINTON AVENUE
ROCHESTER NY 14604

(585) 546-8430 REF: C360215

PO: DEPT: 1300



J234023101501rv

TRK# 7745 5733 8392
0207

THU - 21 DEC 5:00P
STANDARD OVERNIGHT

XP ONHA

14604
NY-US ROC



583J4/2BE4/9AE3

After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

AMENDMENT TO ENVIRONMENTAL EASEMENT

This Amendment to Environmental Easement is made as of this 18th day of December, 2023, by and between The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation (“NYSDEC” or the “Department”) with its headquarters located at 625 Broadway, Albany, New York 12233, and Allstate Acquisitions LLC (the “Grantor”) with its offices located at 13 Hayes Court, Units #101 and #201, Monroe, NY 10950.

RECITALS

1. Grantor, Allstate Acquisitions LLC, is the owner of real property located at the address of 316 Huguenot Street in the City of New Rochelle, 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 number: Section: 2 Block: 415 Lot: 13, being the same as that property conveyed to Grantor by deed dated October 8, 2019 and recorded in the County Clerk of Westchester as Control #592843002.
2. The property referenced above comprises approximately 0.281 +/- acres, and is hereinafter more fully described in Exhibit A.
3. The Department and Grantor entered into that certain Environmental Easement (“Easement Agreement”) dated as of September 14, 2022 and recorded in the in the County Clerk of Westchester as Control #621653790. Capitalized terms used herein without definition have the meanings ascribed to them in the Environmental Easement Agreement.
4. Pursuant to Section 1, 2, 3, 4, and 5 of the Easement Agreement, Grantor granted the Department rights and interests that run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of the Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of maintenance, monitoring or operation requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the stated purpose.
5. The Easement Agreement dated September 14, 2022 erroneously stated under Schedule “A” Property Description – (2) that the course is “South 27 degrees, 52’ 15” East.”
6. This Amendment to Environmental Easement is filed solely in order to correct a mutual mistake between the Department and Grantor relating to this erroneous course in Schedule “A” Property Description – (2) to that Environmental Easement dated September 14, 2022 and recorded in the in the County Clerk of Westchester as Control #621653790.
7. Pursuant to Section 8 of the Easement Agreement, the Department agrees to amend the Easement Agreement in the manner prescribed by Article 9 of the Real Property Law.

AMENDMENT OF ENVIRONMENTAL EASEMENT

- A. The above recitals are hereby incorporated into this Amendment of Environmental Easement.
- B. The Department and Grantor hereby agree that Schedule "A" Property Description – (2) of the Environmental Easement is hereby amended to read as follows:
 - (2) SOUTH 37 DEGREES, 52' 15" EAST
- C. All other terms of the September 14, 2022 Environmental Easement shall remain in effect.
- D. This Amendment of Environmental Easement inures to and binds the parties hereto and their respective successors and assigns.
- E. This Amendment of Environmental Easement shall be governed by and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this Amendment to Environmental Easement to be signed in its name.

Allstate Acquisitions LLC:

By:  _____


Print Name: Mikel Tereguas

Title: President Date: 12/12/2023

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 12 day of December, in the year 2023, before me, the undersigned, personally appeared Mikel Tereguas, 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

SAMUEL JOSEPH
Notary Public-State of New York
No. 01JO0002524
Qualified in Orange County
Commission Expires 03/08/2027

THIS AMENDMENT OF THE 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: Andrew Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 18th day of December in the year 2023 before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is (are) subscribed to the within instrument and acknowledged to me that he 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.

Cheryl A. Salem
Notary Public - State of New York

Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

SCHEDULE "A" PROPERTY DESCRIPTION

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE IN THE CITY OF NEW ROCHELLE, COUNTY OF WESTCHESTER, STATE OF NEW YORK, SAID LANDS BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING ON THE SOUTHEASTERLY LINE OF HUGUENOT STREET, SAID POINT BEING THE WESTERLY CORNER OF LANDS HEREIN DESCRIBED AND THE NORTHERLY CORNER OF LANDS NOW OR FORMERLY SEASONWEIN MANAGEMENT, LLC, SAID POINT ALSO BEING NORTH 28 DEGREES, 25' 05" EAST, AS PER GRID NORTH STATE PLANE COORDINATE SYSTEM NEW YORK EAST, 85.80 FEET FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF SAID HUGUENOT STREET WITH THE NORTHEASTERLY LINE OF CENTRE AVENUE;

THENCE RUNNING ALONG THE SOUTHEASTERLY LINE OF SAID HUGUENOT STREET, BEING THE NORTHWESTERLY LINE OF LANDS HEREIN DESCRIBED,

- (1) NORTH 28 DEGREES, 25' 05" EAST, A DISTANCE OF 110.00 FEET, TO A POINT BEING THE NORTHERLY CORNER OF LANDS HEREIN DESCRIBED AND THE WESTERLY CORNER OF LANDS NOW OR FORMERLY CITY OF NEW ROCHELLE;

THENCE RUNNING ALONG THE SOUTHWESTERLY LINE OF LANDS OF SAID CITY OF NEW ROCHELLE, BEING THE NORTHEASTERLY LINE OF LANDS HEREIN DESCRIBED,

- (2) SOUTH 37 DEGREES, 52' 15" EAST, A DISTANCE OF 113.70 FEET, TO A POINT BEING THE SOUTHERLY CORNER OF LANDS OF SAID CITY OF NEW ROCHELLE, THE EASTERLY CORNER OF LANDS HEREIN DESCRIBED AND LYING ON THE NORTHWESTERLY LINE OF WESTCHESTER PLACE;

THENCE RUNNING ALONG THE NORTHWESTERLY LINE OF SAID WESTCHESTER PLACE BEING THE SOUTHEASTERLY LINE OF LANDS HEREIN DESCRIBED,

- (3) SOUTH 25 DEGREES, 49' 11" WEST, A DISTANCE OF 121.95 FEET, TO A POINT BEING THE SOUTHERLY CORNER OF LANDS HEREIN DESCRIBED AND THE EASTERLY CORNER OF LANDS NOW OR FORMERLY SEASONWEIN MANAGEMENT, LLC;

THENCE RUNNING ALONG THE NORTHEASTERLY LINE OF LANDS OF SAID SEASONWEIN MANAGEMENT, LLC BEING THE SOUTHWESTERLY LINE OF LANDS HEREIN DESCRIBED,

- (4) NORTH 33 DEGREES, 53' 06" WEST, A DISTANCE OF 123.82 FEET, TO THE POINT OR PLACE OF BEGINNING;

CONTAINING 0.281± ACRES



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

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

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and various identification numbers.

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County.

Type of property conveyed (check applicable box)

Form with checkboxes for property types (1-9) and fields for Date of conveyance and Percentage of real property conveyed.

Condition of conveyance (check all that apply)

Form with multiple checkboxes (a-s) for different conditions of conveyance.

Table for recording officer's use with columns: Amount received, Date received, and Transaction number.

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Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

| | | | | |
|---|---|----|--|------|
| 1 | Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input checked="" type="checkbox"/> Exemption claimed | 1. | | 0.00 |
| 2 | Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) | 2. | | 0.00 |
| 3 | Taxable consideration (subtract line 2 from line 1) | 3. | | 0.00 |
| 4 | Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 | 4. | | 0.00 |
| 5 | Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) | 5. | | 0.00 |
| 6 | Total tax due* (subtract line 5 from line 4) | 6. | | 0.00 |

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

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

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

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

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

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*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the NYC Department of Finance. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

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

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

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

[] Other (attach detailed explanation).

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

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

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Handwritten signatures and titles for Grantor (Mikel Jeremias, Sole Member), Grantee (Andrew English), and Director of Remediation.

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

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