

ROBERT TYSON
rtyson@bsk.com
P: 315.218.8221

September 17, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Bradford Burns, Esq.
Corporate Bureau Chief
Office of General Counsel
NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-1500

Re: *Environmental Easement*
Site Name: Midtown Plaza Site
Site C738045

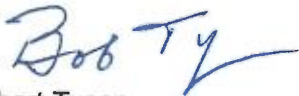
Dear Mr. Burns:

Enclosed please find a copy of the referenced Environmental Easement which was recorded in the Office of the Oswego County Clerk on September 13, 2021, as well as a copy of the Municipal Notice to the City of Oswego which was sent via certified mail on September 13, 2021. Please note that the Oswego County Clerk did not time stamp the Environmental Easement itself, but the Receipt identifies the Instrument Number and the Deed Stamp. A copy of the certified mail return receipt is also enclosed. I trust this will facilitate preparation of the Certificate of Completion.

Thank you for your time and consideration and please call if you have any questions.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Robert Tyson

RRT/amr
Enclosures

cc: (all via email w/o enclosures)
Stephanie Fitzgerald
Christine Vooris
Margaret Sheen, Esq.

2. Article Number



9414 7266 9904 2091 3845 21

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Hon Wm Barlow Jr.
Mayor, City of Oswego
City Hall - second Fl.
13 W. Oneida St.
Oswego, NY 13126

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

GS

B. Date of Delivery

9/14

C. Signature

X KT

04

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

ROBERT R. TYSON, ESQ.
rtyson@bsk.com
P: 315.218.8221

September 13, 2021

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Hon. William J. Barlow, Jr.
Mayor
City of Oswego
City Hall - Second Floor
13 West Oneida Street
Oswego, NY 13126

Certified Article Number

9414 7266 9904 2091 3845 21

SENDERS RECORD

Re: Notice of Environmental Easement

Dear Mayor Barlow:

Enclosed please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department" or "NYSDEC") on August 31, 2021, by East Lake Commons LLC for real property located at 18 East Cayuga Street and 83-87 East First Street in the City of Oswego, New York (the "Property"). The Property is 2.296 acres in size and comprises a parcel identified as Oswego County Tax Map Section 128.47.2.4 and 128-47.2.5. The Property is identified by NYSDEC as the Midtown Plaza Site (No. C738045). The Property conveyed through the Environmental Easement is depicted in the enclosed survey by LaBella dated July 29, 2021, and titled Oswego Midtown Plaza Instrument Survey Environmental Easement.

East Lake Commons LLC is the party responsible for remediating the Property. This Environmental Easement restricts future use of the Property to restricted residential use. Any on-site activity must be performed in accordance with the Environmental Easement and the Site Management Plan, which is incorporated into the Environmental Easement. NYSDEC approval is also required prior to any groundwater use.

This notice is provided to the City of Oswego in accordance with Article 71, Section 71-3607, of the New York State Environmental Conservation Law, which 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 online 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 Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,

BOND, SCHOENECK & KING, PLLC

A handwritten signature in black ink, appearing to read "Robert R. Tyson", with a stylized flourish at the end.

Robert R. Tyson

RRT/ajh
Enclosures



OSWEGO COUNTY CLERK
MATTHEW F. BACON, ACTING CLERK
46 EAST BRIDGE STREET
OSWEGO, NEW YORK 13126
Phone # (315) 349-8621

Receipt

Receipt Date: 09/13/2021 09:23:59 AM
RECEIPT # 20219175888

Recording Clerk: KCLIFFORD
Cash Drawer: CASH2
Rec'd Frm: SUE DORN
Rec'd In Person

Instr#: R-2021-010485
DOC: EASEMENT
DEED STAMP: 523
OR Party: EAST LAKE COMMONS LLC
EE Party: PEOPLE OF THE STATE OF NEW YORK

Recording Fees	
Number of Pages	\$50.00
Recording Fee/Cover Sheet	\$20.00
TP 584	\$5.00
Cultural Ed	\$14.25
Records Management - County	\$1.00
Records Management - State	\$4.75

Transfer Tax	
Transfer Tax	\$0.00

DOCUMENT TOTAL: ---->	\$95.00
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Receipt Summary

Document Count: 1	
TOTAL RECEIPT: ---->	\$95.00
TOTAL RECEIVED: ---->	\$95.00

CASH BACK: ---->	\$0.00
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PAYMENTS

Check # 254516 ->	\$95.00
BOND SCHOENECK & KING	

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

THIS INDENTURE made this 31st day of August, 2021, between Owner, East Lake Commons LLC, having an office at 180 Clinton Square, Rochester, New York 14604 (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 18 East Cayuga Street in the City of Oswego, County of Oswego and State of New York, known and designated on the tax map of the County Clerk of Oswego as tax map parcel number: Section 128.47 Block 2 Lot 4, being the same as that property conveyed to Grantor by deed dated March 31, 2020 and recorded in the Oswego County Clerk's Office in Instrument No. R-2020-002704.

WHEREAS, Grantor, is the owner of real property located at the address of 83-87 East First Street in the City of Oswego, County of Oswego and State of New York, known and designated on the tax map of the County Clerk of Oswego as tax map parcel number: Section 128.47 Block 2 Lot 5, being the same as that property conveyed to Grantor by deed dated March 31, 2020 and recorded in the Oswego County Clerk's Office in Instrument No. R-2020-002703.

WHEREAS, the property subject to this Environmental Easement (the "Controlled Property") comprises approximately 2.296 +/- acres, and is hereinafter more fully described in the Land Title Survey dated July 29, 2021 prepared by Michael W. Haley, L.L.S. of LaBella

Associates PC, 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: C738045-11-18, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**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 Oswego 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: C738045
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

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

East Lake Commons LLC:

By: [Signature]

Print Name: Megan Houppert

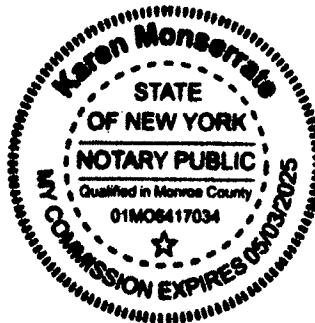
Title: Authorized Signatory Date: 8/23/21

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 23rd day of August, in the year 20 21, before me, the undersigned, personally appeared Megan Houppert, 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.

Karen Monsenale
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:

Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

[illegible]

On the 31st day of August, in the year 2021, before me, the undersigned, personally appeared Michael J. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Rale P. Thiel
Notary Public - State of New York

Dale L. Thiel
Notary Public, State of New York
Qualified in Columbia County
No 01TH6414394
Commission Expires February 2025

SCHEDULE "A" PROPERTY DESCRIPTION

ENVIRONMENTAL EASEMENT

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF OSWEGO, COUNTY OF OSWEGO AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHEAST CORNER OF THE RIGHT OF WAY FOR EAST BRIDGE STREET AND EAST FIRST STREET THENCE N 67°52'05" E ALONG SAID NORTHERLY RIGHT OF WAY FOR EAST BRIDGE STREET A DISTANCE OF 80.00' TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF SRE MIDTOWN GARAGE ACQUISITIONS, LLC, TAX ACCOUNT #128.47-2-5 ON THE EAST AND LANDS NOW OR FORMERLY OF NORFLEET FAMILY REVOCABLE TRUST, DOREN P. NORFLEET, TAX ACCOUNT #128.47-2-6 ON THE WEST. SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE

- 1) N 22°07'55" W ALONG SAID DIVISION LINE A DISTANCE OF 63.00' TO AN ANGLE POINT; THENCE
- 2) S 67°52'05" W CONTINUING ALONG SAID DIVISION LINE A DISTANCE OF 80.00' TO A POINT IN THE EASTERLY RIGHT OF WAY OF EAST FIRST STREET; THENCE
- 3) N 22°07'55" W ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 333.00' TO AN ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE
- 4) N 09°12'25" W CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 26.83' TO A POINT IN THE SOUTHERLY RIGHT OF WAY OF EAST CAYUGA STREET; THENCE
- 5) N 67°46'04" E ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 182.66' TO AN ANGLE POINT; THENCE
- 6) N 70°56'35" E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 29.50' TO A POINT IN THE WESTERLY RIGHT OF WAY FOR EAST SECOND STREET; THENCE
- 7) S 74°09'18" E ALONG SAID RIGHT OF WAY A DISTANCE OF 40.44' TO A POINT; THENCE
- 8) S 22°07'55" E CONTINUING ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 396.00', TO A POINT IN THE NORTHERLY RIGHT OF WAY FOR EAST BRIDGE STREET; THENCE
- 9) S 67°52'05" W ALONG SAID NORTHERLY RIGHT OF WAY OF EAST BRIDGE STREET A DISTANCE OF 170.00' TO THE POINT AND PLACE OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.296 ACRES (99,997 SQ. FT.).

SAID ENVIRONMENTAL EASEMENT CONSISTS OF ALL PARCELS NOW OR FORMERLY OF SRE MIDTOWN GARAGE ACQUISITIONS, LLC. BEING TAX ACCOUNT NO. 128.47-2-4 AND TAX ACCOUNT NO. 128.47-2-5.



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

**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

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
☐ Individual	East Lake Commons LLC	
☐ Corporation	Mailing address	SSN
☐ Partnership	700 Clinton Avenue	
☐ Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
☐ Single member LLC	Rochester NY 14604	38-4061934
☒ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
☐ Individual	The People of the State of New York, acting through their Commissioner of the	
☐ Corporation	Mailing address Department of Environmental Conservation	SSN
☐ Partnership	625 Broadway	
☐ Estate/Trust	City State ZIP code	EIN
☐ Single member LLC	Albany NY 12233	14-6013200
☐ Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
☒ Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
128.47-02-04 & -05	351200	18 E. Cayuga St. & 83-87 E. First St.	Oswego	Oswego

Type of property conveyed (mark an X in applicable box)

- 1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☒ Commercial/industrial

- 6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance

8	31	2021
month	day	year

Percentage of real property
conveyed which is residential
real property _____ 0 %
(see instructions)

**Condition of conveyance
(mark an X in all that apply)**

- | | | |
|---|--|--|
| a. ☐ Conveyance of fee interest | f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | i. ☐ Option assignment or surrender |
| b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %) | g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) | m. ☐ Leasehold assignment or surrender |
| c. ☐ Transfer of a controlling interest (state percentage transferred _____ %) | h. ☐ Conveyance of cooperative apartment(s) | n. ☐ Leasehold grant |
| d. ☐ Conveyance to cooperative housing corporation | i. ☐ Syndication | o. ☐ Conveyance of an easement |
| e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. ☐ Conveyance of air rights or development rights | p. ☐ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3) |
| | k. ☐ Contract assignment | q. ☐ Conveyance of property partly within and partly outside the state |
| | | r. ☐ Conveyance pursuant to divorce or separation |
| | | s. ☒ Other (describe) DEC Easement |

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$		
	Schedule B, Part 2 \$		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

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

1.	0	
2.		
3.		
4.		
5.		
6.	0	

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

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an **X in all 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, New York State, 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, § 1401(e) (attach documents supporting such claim) k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. 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 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

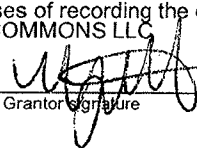
Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**This is to certify that: (mark an **X** in the appropriate box)

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:
- a. ☐ 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.
- b. ☐ 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).
- c. ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d. ☐ The maximum principal amount secured by the credit line mortgage is \$3 million 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.
- Note:** for purposes of determining whether the maximum principal amount secured is \$3 million 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.
- e. ☐ 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. ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b. ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's 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.)

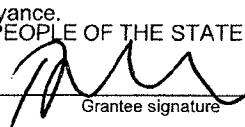
Signature (both the grantors and grantees must sign)

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 their 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.

EAST LAKE COMMONS LLC

By:  Grantor signature

Authorized Title

By:  Grantee signature

THE PEOPLE OF THE STATE OF NEW YORK

8/31/21 Title

Grantor signature

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked 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? If no recording is 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 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

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

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

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an **X** in the second box under **Exemption for nonresident transferors/sellers**, and sign at bottom.

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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